

Instrument Prepared by and return to:

*Zain A. Naqvi, Esq.
First National Realty Partners
151 Bodman Place, Suite 201
Red Bank, NJ 07701*

AMENDED AND RESTATED
MEMORANDUM OF TENANTS IN COMMON AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF TENANTS IN COMMON AGREEMENT (this “**Memorandum**”) is made as of November 19, 2025, by and among, **BROOK HIGHLAND SC LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 1 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 2 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 3 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 4 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 5 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 8 LLC**, a Delaware limited liability company, **BROOK HIGHLAND SC TIC 9 LLC**, a Delaware limited liability company, and **BROOK HIGHLAND SC TIC 10 LLC**, a Delaware limited liability company (individually, each an “**Owner**”, and collectively, the “**Owners**”) and **FNRP Realty Advisors LLC**, a Delaware limited liability company (“**Asset Manager**”).

RECITALS

1. The Owners and Asset Manager previously entered into an unrecorded Tenants in Common Agreement dated June 15, 2022 (the “**Original TIC Agreement**”), which Original TIC Agreement was evidenced of record by a Memorandum of Tenants in Common Agreement dated as of July 7, 2022 between Owners and Asset Manager and recorded on July 8, 2022 as Instrument No. 20220708000270790 in the Probate Office of Shelby County, Alabama (the “**Original Memorandum**”).

2. Concurrently herewith, the Owners and Asset Manager have entered into that certain unrecorded First Amendment to Tenants in Common Agreement (the “**First Amendment**”; the Original TIC Agreement and the First Amendment shall collectively be referred to as the “**Agreement**”), in which the Owners have evidenced their respective interests and defined their rights and duties to each other and to AMP SHC Mortgage Lender, LLC, a Delaware limited liability company, as lender (together with its successors and assigns, “**Lender**”), with respect to the real property described on **Exhibit A** attached hereto.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge they have entered into the First Amendment, and hereby amend and restate the Original Memorandum as follows:

1. Each of the foregoing recitals are hereby incorporated by reference.

2. All the terms, conditions and provisions of the Agreement are incorporated into this Memorandum as though fully set forth herein. All such provisions, conditions, covenants, restrictions, obligations and agreements contained in the Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Property and (a) shall be binding upon and shall inure to the benefit of each of the Owners and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, “**Successors**”), (b) shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Owner in favor of the interest of the other Owner, (c) shall create reciprocal rights and obligations between the respective Owners, their interests in the Property, and their Successors, and (d) shall, as to each of the Owners and their Successors operate as covenants running with the

land, for the benefit of the other Owners pursuant to applicable law.

3. It is expressly agreed that each covenant contained in the Agreement:

(i) is for the benefit of and is a burden upon the undivided percentage interests in the Property of each of the Owners;

(ii) shall remain in effect until all obligations of the Owners, as borrowers under the Loan Documents entered into in favor of Lender, are satisfied in accordance with the terms of the Loan Documents;

(iii) runs with the undivided interest in the Property of each Owner; and

(iv) benefits and is binding upon each Successor owner during its ownership of any undivided interest in the Property, and each owner having any interest therein derived in any manner through any Owner or Successor.

4. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained in the Agreement, whether or not such person or entity expressly assumes such obligations or whether or not any reference to the Agreement or this Memorandum is contained in the instrument conveying such interest in the Property to such person or entity. The Owners agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to and shall be subject to the terms of the Agreement and this Memorandum upon acquisition of an undivided interest in the Property as if such person was an Owner initially executing the Agreement.


5. The Agreement, and all rights and remedies available to Owners under the Agreement, are junior and subordinate to the lien of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, made by the Owners, as mortgagors, for the benefit of Lender, encumbering the Property described in the Agreement, and all other Loan Documents.

6. This Memorandum may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

[Remainder of page left blank; signatures follow.]


IN WITNESS WHEREOF, this Memorandum has been executed by the undersigned as of the day and year first above written.

ASSET MANAGER:
FNRP REALTY ADVISORS LLC,
a Delaware limited liability company

By: 
Andrew DeNardo, Authorized Signatory


TENANTS IN COMMON:
BROOK HIGHLAND SC LLC,
a Delaware limited liability company

By: FNRP REALTY ADVISORS LLC, a Delaware
limited liability company, its Manager

By: 
Name: Andrew DeNardo
Title: Authorized
Signatory

BROOK HIGHLAND SC TIC 1 LLC,
BROOK HIGHLAND SC TIC 2 LLC,
BROOK HIGHLAND SC TIC 3 LLC,
BROOK HIGHLAND SC TIC 4 LLC,
BROOK HIGHLAND SC TIC 5 LLC,
BROOK HIGHLAND SC TIC 8 LLC,
BROOK HIGHLAND SC TIC 9 LLC, and
BROOK HIGHLAND SC TIC 10 LLC
each Delaware limited liability company

By: FNRP TIC MANAGER LLC, a
Delaware limited liability company, its
Manager

By: 
Name: Andrew DeNardo
Title: Authorized Signatory

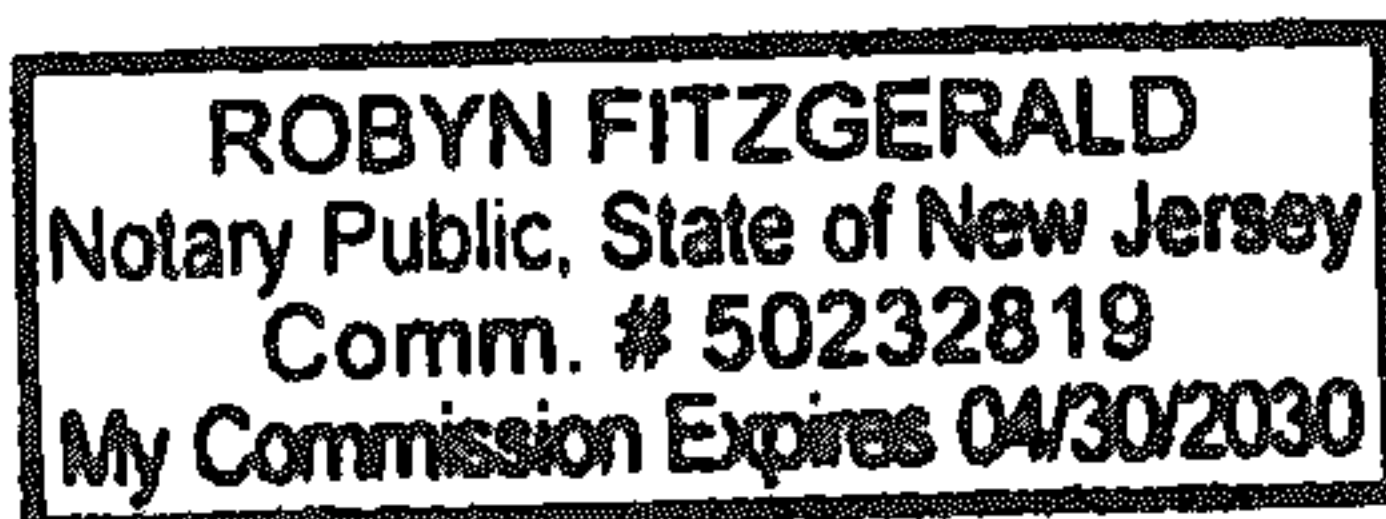
[ACKNOWLEDGEMENTS TO FOLLOW]

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH) SS:

On November 12, 2025, before me, Robyn Fitzgerald a Notary Public in and for said State, personally appeared Andrew DeNardo, in his capacity as Authorized Signatory of FNRP Realty Advisors LLC, a Delaware limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



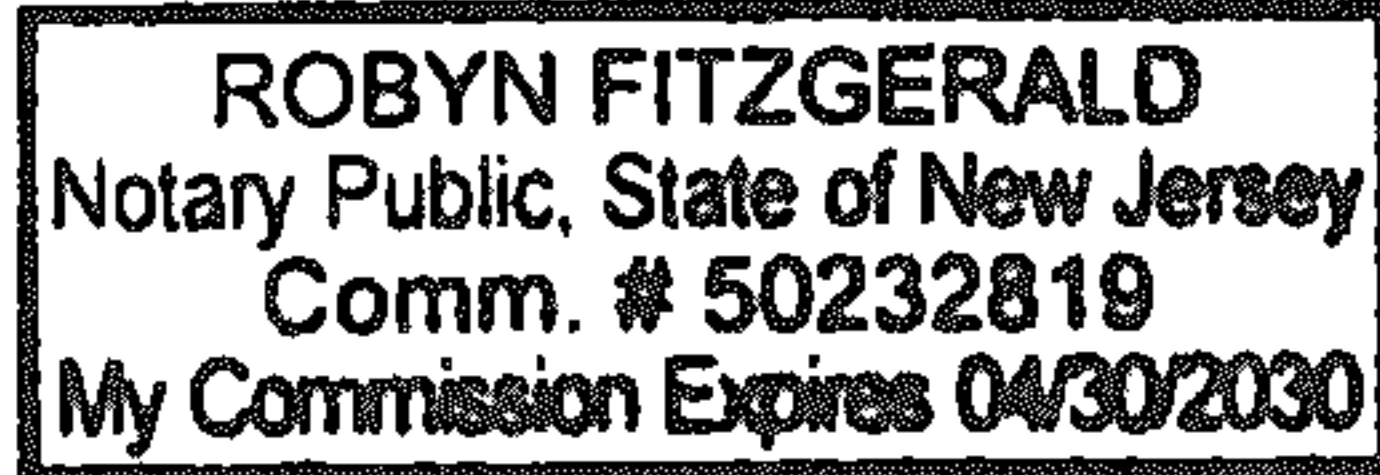
Signature: Robyn Fitzgerald
Print Name: Robyn Fitzgerald

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH) ss:

On November 12, 2025, before me, Robyn Fitzgerald a Notary Public in and for said State, personally appeared Andrew DeNardo, in his capacity as Authorized Signatory of FNRP Realty Advisors LLC, a Delaware limited liability company, the Manager of BROOK HIGHLAND SC LLC, a Delaware limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

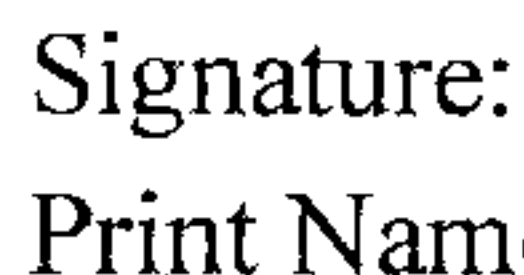
WITNESS my hand and official seal.



Signature: Robyn Fitzgerald
Print Name: Robyn Fitzgerald

) SS:

WITNESS my hand and official seal.



Robyn Fitzgerald
e. Robyn Fitzgerald

Exhibit A to Memorandum

Legal Description

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

PARCEL ONE:

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

PARCEL TWO:

Lot 1A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL THREE:

Lot 2A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

PARCEL FOUR:

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby, County, Alabama.

PARCEL FIVE:

Lot 2A, according to the Amended Map of Lowe's Addition of Brook Highland Plaza, as recorded In Map Book 31, page 96, In the Probate Office of Shelby County, Alabama.

BEING THE SAME premises conveyed to Brook Highland SC LLC, as to a 60.43% undivided interest, Brook Highland SC TIC 1 LLC, as to a 1.61% undivided interest, Brook Highland SC TIC 2 LLC, as to a 1.85% undivided interest, Brook Highland SC TIC 3 LLC, as to a 1.54% undivided interest, Brook Highland SC TIC 4 LLC, as to a 5.74% undivided interest, Brook Highland SC TIC 5 LLC, as to a 25.43% undivided interest, Brook Highland SC TIC 8 LLC, as to a 0.89% undivided interest, Brook Highland SC TIC 9 LLC, as to a 1.59% undivided interest, and Brook Highland SC TIC 10 LLC, as to a 0.92% undivided interest, each a Delaware limited liability company, by Statutory Warranty Deed from G&I IX Brook Highland, LLC, a Delaware limited liability company, dated July 7, 2022 and recorded on July 8, 2022 as Instrument No. 20220708000270780, in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH all of the beneficial rights and interests in the easements under the following instruments:

Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth Bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded In Real 307, Page 985, In the Probate Office of Shelby County, Alabama.

Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded In Instrument 1993-32515, In the Probate Office of Shelby County, Alabama.

ALSO:

All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994- 37773 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, Page 950, in the Probate Office of Shelby County, Alabama.

The beneficial rights in the sign easement granted to owners of Lots 1 and 2 of the Brook Highland Plaza as recorded in Map Book 16, at Page 102, in the Probate Office of Shelby County, Alabama, as evidenced by the Declaration of Sign Easement recorded in Instrument 1993-32516, in the Probate Office of Shelby County, Alabama.

FOR INFORMATION ONLY:

Property Address: 5291 US Highway 280, Birmingham, AL 35242

Parcel IDs:

PARCEL ONE: Parcel ID: 03-9-31-0-001-018.005

PARCEL TWO: Parcel ID: 03-09-31-0-001-018.010

PARCEL THREE: Parcel ID: 03-09-31-0-001-018.013

PARCEL FOUR: Parcel ID: 03-09-31-0-001-018.020

PARCEL FIVE: Parcel ID: 03-09-31-0-001-018.051



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/20/2025 08:17:33 AM
 \$53.00 JOANN
 20251120000355760

Allen S. Bayl

[Exhibit A]