

**MEMORANDUM OF
LIMITED CO-OWNERSHIP
AGREEMENT**

This is a MEMORANDUM OF
LIMITED CO-OWNERSHIP
AGREEMENT is dated September
15, 2025 by and between
ALABAMA WYLIE PARTNERS
LLC, an Illinois limited liability
company ("TIC-1")
and

HELENA PELHAM STORAGE PARTNERS, LLC, an Illinois limited liability company ("TIC-2" or the "Agent") (together with any other persons or parties who acquire an interest and assume the rights and obligations hereunder by written instrument, each sometimes referred to as a "Tenant in Common", "Co-Tenants", or collectively as the "Tenants in Common"):

SEE ATTACHED LEGAL DESCRIPTION "EXHIBIT A"

Addresses of Real Estate: (i) 5324 Hwy 17 South, Helena, AL 35080;
(ii) 111 Hilltop Business Dr., Pelham, AL 35124.

- A. The Tenants in Common have entered into that certain Limited Co-Ownership Agreement dated September 15, 2025 (the "TIC Agreement"), pertaining to certain real property more particularly described on Exhibit A attached hereto (the "Property"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the TIC Agreement
- B. This Memorandum is made and entered into solely for the purpose of providing notice of the TIC Agreement to all third parties.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenants in Common hereby declare and agree:

1. The Tenants in Common hereby created a tenancy-in-common in order to coordinate all actions taken with respect to the Property pursuant to the terms and provisions of the TIC Agreement. The TIC Agreement is hereby incorporated by this reference as if set forth herein in full.
2. Provisions Relating to Loan. Lender is making a mortgage loan to the Tenants in Common in the approximate amount of \$6,060,000.00 (the "**Loan**"), which will be evidenced and secured by a promissory note, security instrument (the "**Mortgage**"), and other loan documents (collectively, the "**Loan Documents**"). Each Tenant in Common agrees to observe the following restrictions so long as the Loan remains outstanding:

- a. No Tenant in Common will seek or be entitled to seek nor obtain a partition of all or any part of the Property without first obtaining the prior written consent of the Lender, nor shall any Tenant in Common exercise any statutory right it may have to partition the Property or any part thereof, and each Tenant in Common hereby waives any such statutory right.
- b. Notwithstanding anything herein to the contrary, this Agreement and all the rights of the Tenants in Common under this Agreement, including without limitation, any purchase right or rights of first refusal, are and will remain subordinate to the Mortgage and the other Loan Documents, and the rights of Lender under the Loan Documents, including any modifications, amendments, renewals, and extensions of the Loan Documents, and extensions of the Loan Documents.
- c. No Co-Tenant may exercise any remedy provided for herein (including any rights of indemnification) against any other Co-Tenant that would violate the terms of the Loan Documents, and each Co-Tenant waives such rights, privileges and remedies of a Co-Tenant hereunder.
- d. No Co-Tenant shall enforce any lien rights, statutory or otherwise, that it may have against the interest of any other Co-Tenant, and each Co-Tenant waives such lien rights.
- e. Lender shall be a third party beneficiary of this Agreement.
- f. This Agreement (or memorandum of this Agreement) shall be recorded in Office of the County Clerk in the County in which the Property is located. Without the prior written consent of Lender, this Agreement shall not be terminated, cancelled, modified, changed, supplemented, altered, or amended in any manner whatsoever and any such termination, cancellation, modification, change, supplement, alteration or amendment of this Agreement without the prior consent of Lender shall be void and of no force and effect.
- g. The Agent, at all times during the Loan, shall act as the operating manager for the Property, and shall have authority to act on behalf of all Tenants in Common with respect to the Property. The Agent shall be the only party required to receive written notice under the Loan Documents with respect to the Loan. The Agent hereby agrees to deliver all written notices received by the Agent under the Loan Documents with respect to the Loan to the Tenants in Common, but all the Tenants in Common hereby acknowledge and agree that any failure of Agent to deliver such written notice will not alter the effectiveness of such written notice under the Loan Documents with respect to the Loan.

Notwithstanding anything to the contrary set forth above, the subordination to the Loan Documents of the rights, privileges and remedies of a Co-Tenant hereunder, including, without limitation, rights of indemnification, first refusal, purchase options or other

similar rights, and the waiver of the right to exercise any such rights, privileges and remedies, shall remain in effect so long as the Loan is outstanding.

3. All communications with the Tenants in Common under this Agreement, including any inquiries regarding the specific terms of the TIC Agreement, should be addressed to HELENA PELHAM STORAGE PARTNERS LLC, 7300 N. Cicero Avenue, Suite 201, Lincolnwood, Illinois 60712.
4. To the extent of any inconsistency between the terms of the TIC Agreement and this Memorandum, the terms of the TIC Agreement shall prevail and control.
5. This Memorandum may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Dated this 15 day of September, 2025

TENANT IN COMMON:

ALABAMA WYLIE PARTNERS LLC,
an Illinois limited liability company

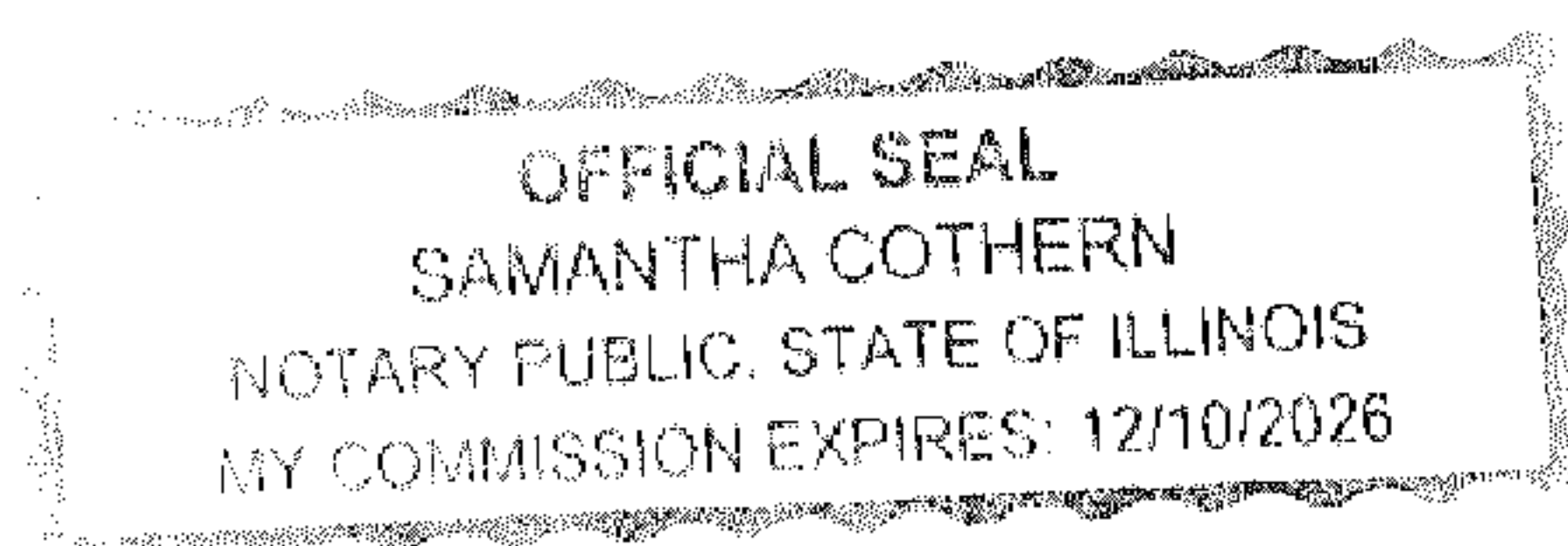
By: TRES COMAS LLC, its Manager

By: [Signature]
Name: Nik Turik
Title: Manager

STATE OF Illinois, COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Nik Turik, as Manager of the LLC, and LLC, as Manager of ALABAMA WYLIE PARTNERS LLC, personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of September, 2025



[Signature]
(Notary Public)

Dated this 15 day of _____, 2025.

TENANT IN COMMON:

HELENA PELHAM STORAGE PARTNERS LLC,
an Illinois limited liability company

By: TRES COMAS LLC., its Manager

By: [Signature]
Name: Nik Turik
Title: Manager

STATE OF Illinois, COUNTY OF Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Nik Turik, as Manager of the _____ LLC, and _____, LLC, as Manager of HELENA PELHAM STORAGE PARTNERS LLC personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of September, 2025

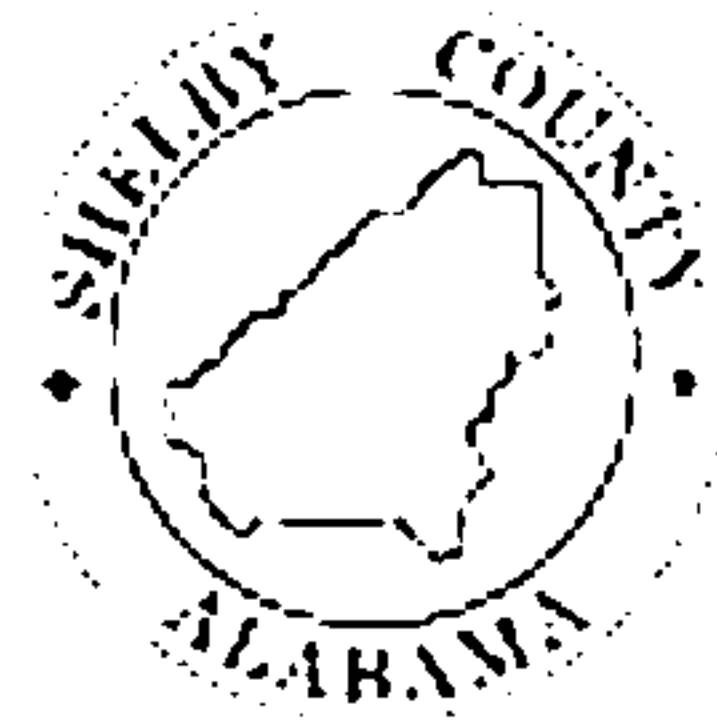


[Signature]
(Notary Public)

This instrument was prepared by: William B. Lundgren of Duggan Bertsch, LLC. 303 W. Madison St., Suite 1000, Chicago, Illinois 60606

Mail to:

William B. Lundgren
Duggan Bertsch, LLC
303 W. Madison., Ste 1000
Chicago, IL 60606



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/24/2025 01:39:05 PM
 \$37.00 KELSEY
 20251124000360770

Allie S. Beigel

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1

All that part of the North Half of the South Half of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West that lies West of the right-of-way of U.S. Highway No. 31 and South of Hilltop Business Center Drive.

Less and Except:

A parcel of land situated in the South half of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence proceed South 00 degrees 19 minutes 52 seconds West along the West line of said quarter-quarter 987.74 feet to a point; thence South 87 degrees 14 minutes 08 seconds East 40.00 feet to the point of beginning, also being an iron pin set; thence North 33 degrees 37 minutes 27 seconds East, 142.21 feet to an iron pin set and the intersection of a point on a curve to the left, said curve having a delta angle of 85 degrees 12 minutes 38 seconds a radius of 40.00 feet and a chord bearing of North 81 degrees 01 minutes 08 seconds East; thence along the arc of said curve, 59.49 feet to an iron pin set and a point on a curve to the right, said curve having a delta angle of 53 degrees 43 minutes 20 seconds a radius of 20.00 feet and a chord bearing of North 65 degrees 16 minutes 33 seconds East; thence along the arc of said curve, 18.75 feet to an iron pin set; thence South 87 degrees 51 minutes 42 seconds East, 30.32 feet to an iron pin set; thence South 00 degrees 19 minutes 52 seconds West, 139.78 feet to an iron pin set; thence North 87 degrees 55 minutes 08 seconds West, 178.27 feet the point of beginning.

And Also Less and Except:

A parcel of land situated in the South half of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence proceed South 0 degrees, 19 minutes, 52 seconds, West along West line of said quarter-quarter, 772.74 feet to the point of beginning, also being an iron pin set; thence South 65 degrees, 07 minutes, 47 seconds East, 113.90 feet to an iron pin set and the intersection of a point on a curve to the left, said curve having a Delta angle of 81 degrees, 14 minutes, 46 seconds, a Radius of 40.00 feet and a Chord bearing of South 15 degrees, 45 minutes, 10 seconds East; thence along the arc of said curve 56.72 feet to an iron pin set; thence South 33 degrees 37 minutes, 27 seconds West, 142.21 feet to an iron pin set; thence North 87 degrees, 55 minutes 08 seconds West, 40.00 feet to an iron pin set; thence North 00 degrees, 19 minutes 52 seconds East, 215.00 feet to the point of beginning.

Parcel 2

Lots 1 according to the Survey of Clayton Bailey Properties Addition to Helena, as recorded in Map Book 58, Page 77, in the Probate Office of Shelby County, Alabama.

Parcel 10-9-31-3-001-011.000; 13-8-28-1-001-011.000