

***This Instrument Prepared By, And
After Recording Return To:***

Elizabeth Harkins
Southern Brew Corp.
3750 Corporate Woods Drive
Birmingham, Alabama 35242

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE entered into as of the 25 day of November, 2025 (the "Execution Date") by and between **CGP Birmingham (US 280) 7B, LLC**, a Delaware limited liability company, whose address is 361 Summit Boulevard, Suite 110, Birmingham, Alabama 35243 ("Landlord"), and **Southern Brew Corp.**, a Delaware corporation ("Tenant"), whose address is 3750 Corporate Woods Drive Birmingham, Alabama 35242.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of the Execution Date (as heretofore or hereafter extended, amended, modified or renewed, the "Lease"); and,

WHEREAS, Landlord and Tenant desire to execute this Memorandum of Lease in order to publish record notice of the existence of the Lease and the rights created thereby;

NOW, THEREFORE, Landlord and Tenant do hereby acknowledge and agree that the Lease contains the following terms:

1. **Landlord:** The name of the Landlord is **CGP Birmingham (US 280) 7B, LLC**, a Delaware limited liability company
2. **Tenant:** The name of the Tenant is **Southern Brew Corp.**, a Delaware corporation.
3. **Term:** The initial term of the Lease commences on the Commencement Date described in the Lease and expires twenty (20) years thereafter (the "Initial Term"). Without limiting the terms of the Lease, the Commencement Date shall be the earlier of: (i) the date Tenant's restaurant opens for business; or (ii) one hundred eighty (180) days from the Effective Date. The Initial Term shall terminate on the last day of the month following the twentieth (20th) anniversary of the Commencement Date.
4. **Renewal Options:** The Lease contains four (4) successive renewal options, each of which is for a term of five (5) years.
5. **Description of Leased Premises:** The leased premises are described in Exhibit A attached hereto and made a part hereof.
6. **Notice of Rights of Brew Culture Franchise, LLC:** Landlord and Tenant have granted

Brew Culture Franchise, LLC, a Wyoming limited liability company, and its affiliates certain conditional rights, including possession, in and to the Premises, pursuant to that certain Addendum to Lease dated of even date herewith between Landlord and Tenant.

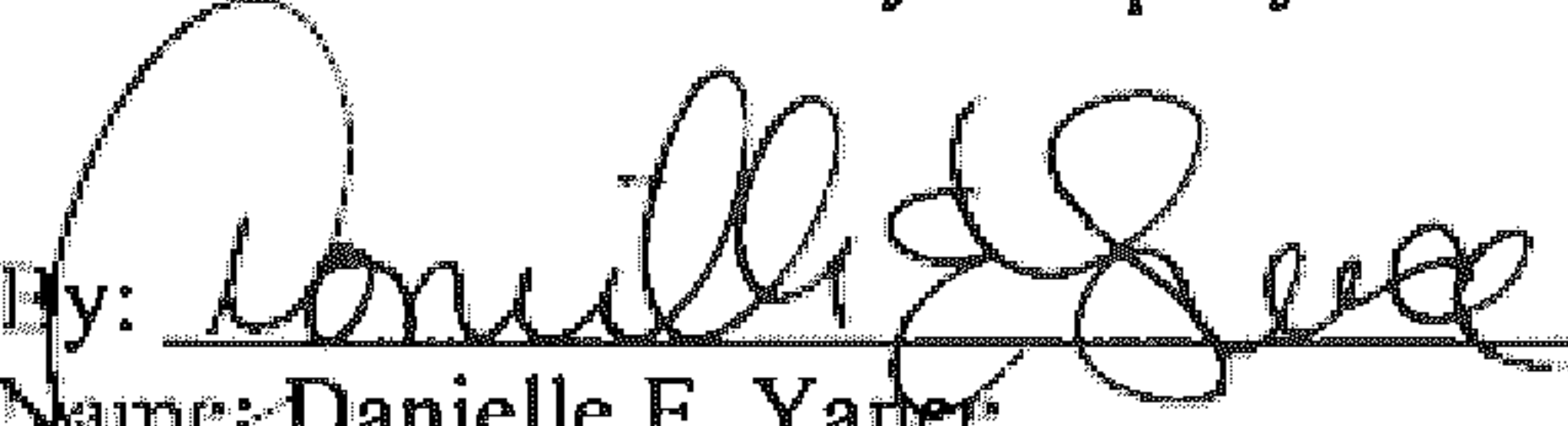
7. **Miscellaneous:** This Memorandum of Lease is for informational purposes only and nothing contained herein shall be deemed in any way to modify or otherwise affect any of the terms and conditions of the Lease, all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. The rights and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto in their respective successors and assigns.

[Remainder of page intentionally left blank. Signatures on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be properly executed and delivered as of the date set forth above.

LANDLORD:

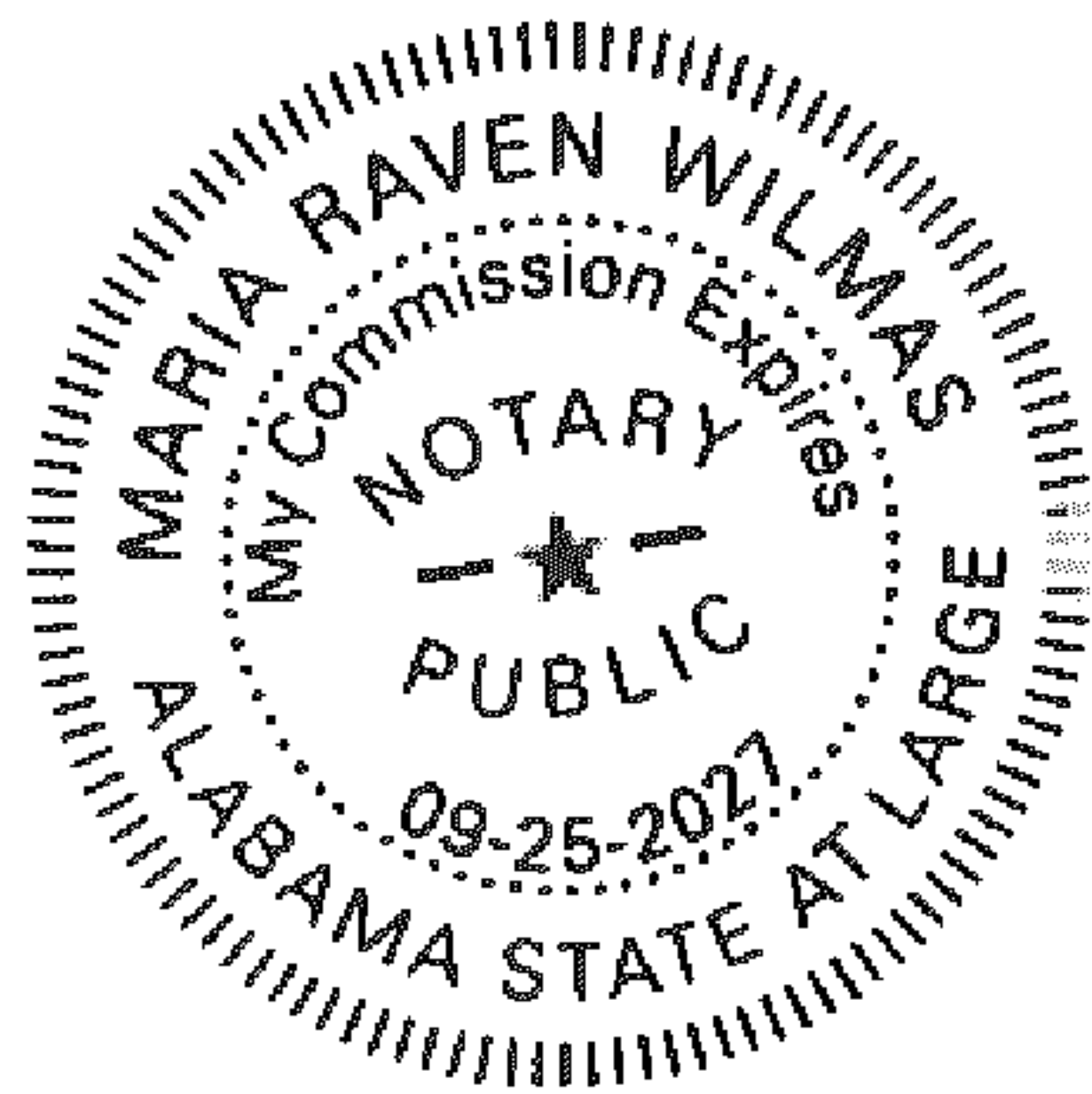
CGP Birmingham (US 280) 7B, LLC,
a Delaware limited liability company

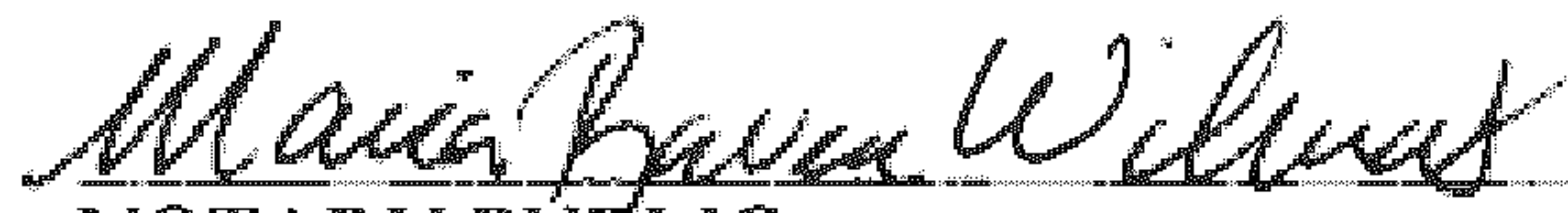
By: 
Name: Danielle E. Yancey
Title: Authorized Agent

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Danielle E. Yancey whose name as Authorized Agent of CGP Birmingham (US 280) 7B, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12 day of November, 2025.




NOTARY PUBLIC

My Commission Expires: 9-25-2027

[Landlord's signature page to Memorandum of Lease.]

TENANT:


Southern Brew Corp.,
a Delaware corporation

By: 
Name: Michael Border
Title: Chief Development Officer

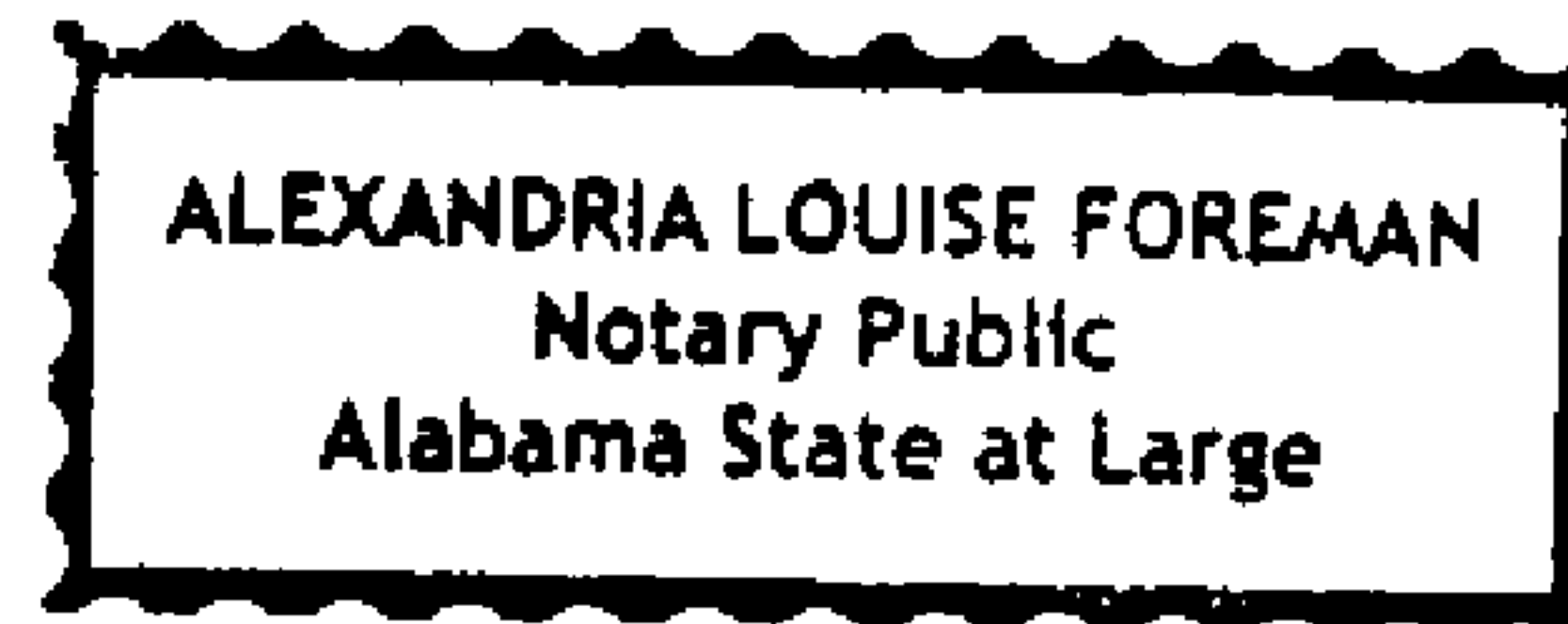
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michael Border, whose name as Chief Development Officer of Southern Brew Corp., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Chief Development Officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of November, 2025.


NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires
April 28, 2029



[Tenant's signature page to Memorandum of Lease.]

EXHIBIT A**Property****PARCEL 1:**

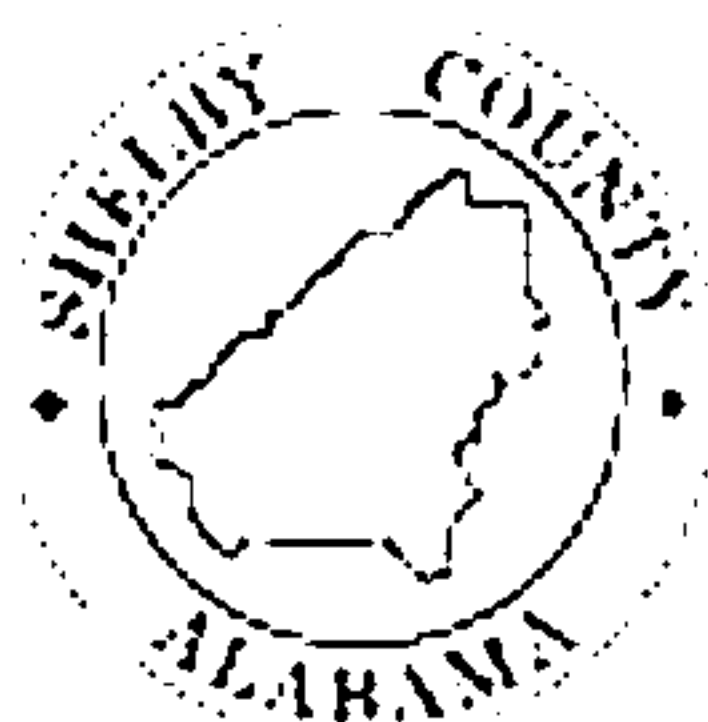
Lot 2A, according to the Final Plat of Resurvey of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 62, Page 43, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Beneficial rights that constitute an interest in real estate under that certain Declaration of Covenants, Restrictions and Easement Agreement by JAD3 Hwy 280, LLC, an Alabama limited liability company, dated December 16, 2024, filed December 17, 2024 and recorded in Instrument Number 2024127000385170 in the Probate Office of Shelby County, Alabama or the Final Plat of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 60, Pages 77A and 77B, in the Probate Office of Shelby County, Alabama.

PARCEL 3:

Beneficial rights that constitute an interest in real estate under that certain Easements with Covenants and Restrictions Affecting Land between Wal-Mart Real Estate Trust Business Trust, a Delaware business trust, Eli's Inc., an Alabama corporation, Eli T. Stevens and Patricia M. Stevens, dated April 16, 2001, filed April 17, 2001 and recorded in Instrument Number 2001-14728, in the Probate Office of Shelby County, Alabama, including, but not limited to, the Ingress/Egress Easement created by said instrument adjacent to the northerly portion of Lot 2 being depicted on the Final Plat of GenRev's Addition to Highway 280 Plat No. 1, as recorded in Map Book 60, Pages 77A and 77B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/01/2025 02:59:06 PM
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Allen S. Bayl