



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/26/2026

File ID: TMP-6622

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Parking Agreement with Front Row Huntsville Owner, LLC for the City to lease property in support of creating additional public parking in the Central Business District.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$125,000

Total Cost: \$125,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments: Five-year parking lease for city parking. The City and the Developer have previously entered into a development agreement on November 2, 2023, relating to Developer's construction and development of a mixed-use project on certain real property located within the City at 512 Clinton Avenue. This Agreement constitutes the "City Lot Agreement" as defined in that Development Agreement.

RESOLUTION NO. 26-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Parking Agreement between the City of Huntsville and Front Row Huntsville Owner, LLC., a Delaware limited liability company, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that certain document attached hereto and identified as "Parking Agreement between the City of Huntsville and Front Row Huntsville Owner, LLC." consisting of twelve (12) pages, and the date of February 26, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of February, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of February, 2026.

Mayor of the City of Huntsville,
Alabama

PARKING AGREEMENT (CITY LOT)

This **PARKING AGREEMENT (CITY LOT)** (this “**Agreement**”) is made and entered into on the 26th day of February, 2026 (the “**Effective Date**”) between **FRONT ROW HUNTSVILLE OWNER, LLC**, a Delaware limited liability company (“**Developer**”), and the **CITY OF HUNTSVILLE**, a municipal corporation under the laws of the State of Alabama (“**City**”).

RECITALS

A. Developer, Rocket Development Partners, LLC, a New York limited liability company (“Original Developer”), and City have entered into that certain Second Amended and Restated Development Agreement, dated as of November 2, 2023 (the “**Development Agreement**”), relating to Developer’s construction and development of a mixed-use project on certain real property located within the City at 512 Clinton Avenue. This Agreement constitutes the “City Lot Agreement” as defined in the Development Agreement. *Any capitalized term used but not otherwise defined herein shall have the meaning attributed to such term in the Development Agreement.*

B. As set forth in the Development Agreement, City has determined that there is a need for additional public parking to satisfy the demand for public parking in the vicinity of the Development Area.

C. Pursuant to the Development Agreement, Developer and City are entering into this Agreement pursuant to which Developer shall lease to City a parcel of land located within the Development Area to be used by City as public surface parking spaces (the “**City Lot**” as more fully defined below).

NOW THEREFORE, in consideration of the premises, the mutual promises, covenants and agreements set forth herein and in the Development Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Agreement.

(a) Subject to the terms of this Agreement, Developer hereby leases unto City, and City hereby leases from Developer, that certain parcel of real property located in Huntsville, Madison County, Alabama and more particularly described on Exhibit A attached hereto (such parcel, together with such rights with respect to ingress/egress drives, entryways and exit-ways and related facilities described in this Section 1 being referred to collectively as the “**City Lot**”). The lease of the City Lot to City includes the non-exclusive right to use all associated ingress/egress drives, entryways and exit-ways and related facilities necessary or convenient for the use of the City Lot, and Developer does hereby grant to City, its employees, agents and independent contractors, and to City's customers and/or invitees, a nonexclusive right for the duration of the term of this Agreement of ingress and egress such over ingress/egress drives,

entryways and exit-ways and related facilities to the extent necessary or convenient for the use, operation and maintenance of the City Lot. If City determines that, for the benefit of public parking, there is a need to expand the City Lot, the Parties agree to amend this Agreement so long as Developer agrees to lease additional land to City for such expansion.

(b) City accepts the City Lot in its current condition, AS IS WHERE IS. City will be solely responsible to grade the City Lot and bear all other costs to construct a surface parking lot on the City Lot (the “**Construction Costs**”) shall be borne exclusively by the City. The City covenants and agrees, at its sole cost and expense to design, develop, and construct a public surface parking lot upon the graded City Lot and thereafter to maintain, repair, insure and generally operate the City Lot at its sole cost and expense in a manner consistent with other City of Huntsville public surface parking lots. Without limitation on the foregoing, the City will be responsible for the payment of any real estate taxes due and owing on the City Lot.

(c) During the term of this Agreement, once the City has constructed certain City Lot improvements on the City Lot, including, but not limited to, appropriate signage, striping, lighting, gating and fencing (in accordance with the City’s standard requirements for public City parking lots), the City shall have the exclusive use of the City Lot for vehicle parking twenty-four hours a day, seven days a week (subject to the use restrictions set forth herein).

(d) City may, subject to the restrictions set forth in Section 4 below, permit any person(s) to use the City Lot in the sole discretion of City provided that such person(s) use the City Lot only for short term parking.

(e) Developer hereby represents and warrants to City that Developer is the true and lawful owner of and has sole legal title and interest in and to, the City Lot, has good right and full power and authority to lease the City Lot to City, and will maintain City's peaceful and quiet enjoyment of the City Lot in accordance with the terms of this Agreement. City represents and warrants that is has the power and authority to enter into this transaction, that the signer of this Agreement on behalf of the City has the authority to execute and bind the City to this Agreement, and that all appropriate public hearings have occurred, if necessary, to enable City to execute and perform this Agreement.

(f) Developer hereby represents and warrants to the City that the Development Area (including the City Lot) has been enrolled in the Voluntary Clean-Up Program administered by the Alabama Department of Revenue Management (“**ADEM**”) and Developer has obtained a Letter of Concurrence dated January 13, 2022 from ADEM (the “Letter of Concurrence”). As required by the Letter of Concurrence, an Environmental Covenant has been duly recorded in the Office of the Judge of Probate of Madison County, Alabama. Developer shall be responsible for any environmental hazards or conditions that exist as of the date of this Agreement which are not specifically identified in, and addressed by, the Letter of Concurrence. Developer shall comply with all of its obligations under the Letter of Concurrence. The City shall have no liability or obligation with respect to any environmental hazards or conditions that exist as of the date of this Agreement, including, without limitation, those specifically identified in the Letter of Concurrence.

(g) In addition to constructing the City Lot, the City shall construct a surface parking lot on the property owned by Developer which is described the “Developer Lot” on Exhibit A attached hereto (the “**Developer Lot**”). All costs to construct the Developer Lot (the “**Developer Lot Construction Costs**” and, together with the City Lot Construction Cost, the “**Construction Costs**”) shall be paid by the City. The City Lot and the Developer Lot shall be constructed in accordance with those certain plans for the Front Row Parking Lot dated November 24, 2025 prepared by CROY Engineering (Project #1287.036).

2. Term.

(a) Subject to the terms of this Agreement, the initial lease term of this Agreement shall commence on the date hereof (the “**Commencement Date**”) and shall expire on the date that is five (5) years after the Rent Commencement Date, as defined in Section 3 (the “**Initial Term**”). The Initial Term shall automatically, and without further action by either party, extend for four (4) additional extensions terms of five (5) years each with a rental increase of ten percent (10%) of the then expiring rent due hereunder for such extension period, all of which shall be subject to the terms and conditions set forth in this Agreement (all such extension terms, together with the Initial Term, being referred to in this Agreement as the “**Term**”), provided however, that City and the Developer shall each have the right to terminate this Agreement or reduce the size of the City Lot leased hereunder (in which case the Rent payable with respect to such portion of the City Lot so reduced shall be prorated based on the portion of the year that such portion of the City Lot was leased to City hereunder) at any time after the expiration of the Initial Term by providing ninety (90) days written notice of such termination to the other party hereto.

(b) At any time during the Initial Term, Developer shall have the right to terminate this Agreement as to all or a portion of the City Lot for any reason or no reason (the “**Developer’s Early Termination Right**”) if: (i) no event of default on the part of Developer exists and (ii) Developer has provided City written notice of the date on which this Agreement will terminate (the “**Early Termination Date**”) at least ninety (90) day prior to the proposed Termination Date.

(c) Upon termination of all or a portion of this Lease pursuant to the exercise of the Developer’s Early Termination Right, Developer will reimburse City a pro rata share of the total Construction Costs incurred by City (the “**Early Termination Fee**”) calculated by pro rating the Construction Costs over the remainder of the Initial Term subsequent to the Early Termination Date (this calculation will be made utilizing the actual third party out of pocket Construction Costs, the Rent Commencement Date, the amount of space such termination relates to, and the Early Termination Date). Lease payments, as defined below, will not be considered in calculating the Early Termination Fee. By way of illustration, if the City’s third party out of pocket Construction Costs are \$2,000,000 and the Developer terminates this Agreement three (3) years after the Commencement Date (leaving 40% of the Initial Term remaining), and the termination covers 25% of the square footage of the City Lot, the Early Termination Fee would equal \$200,000 (40% of the Construction Costs as affecting 25% of the square footage of the City Lot equates to a 10% Early Termination Fee to the City). If the Early Termination Date occurs prior to the Rent Commencement Date and the termination covers 25% of the square footage of the City Lot, the Early Termination Fee shall equal 25% of any actually incurred and paid for out of pocket third

party Construction Costs. The Early Termination Fee shall be paid to City within a reasonable time not to exceed 45 days after presentation by the City and reasonable approval by Developer of all actually incurred, third party out of pocket Construction Costs. City covenants and agrees to follow Alabama's competitive bid law in the procurement of design, materials and construction relating to the City Lot so that the cost of such Construction Costs is reasonable and market based given the scope of work entailed. In the event of any early termination of this Lease with respect to a portion of the City Lot, the Developer shall promptly reimburse the City the reasonable cost of all work to restore, alter and/or reconfigure the remainder of the City Lot, and any access thereto, which is necessitated by such partial termination.

3. Consideration. The City will pay Developer an annual rental fee (the "Rent") equal to one dollar (\$1.00) per square foot of the City Lot, beginning on the date which is six (6) months after the date hereof (the "Rent Commencement Date"). Rent shall be payable annually in advance on the Rent Commencement Date and on each anniversary of the Rent Commencement Date during the Term. The Rent shall increase in each extension period by ten percent (10%) of the then expiring Rent from the prior period. Developer shall deliver to City an invoice for each installment of Rent at least sixty (60) days before, and no more than ninety days (90) before, the due date for such installment, but failure to provide such invoice shall in no event affect the City's obligation to pay Rent when and as due under this Agreement.

4. Use. The City Lot shall be used by City as a public short term vehicular parking by the City, its employees, agents, and the customers, invitees, guests, contractors, and visitors of the City Lot and for no other purposes without the prior written consent of Developer, in its sole discretion, provided that in no event shall the City Lot be used to park or store public vehicles such as utility or emergency vehicles on a long term basis, or for the storage of any City property, container storage, parts storage, equipment, scrap or vehicles, and no vehicle repair or maintenance shall be permitted in the City Lot. All use of the City Lot shall be in a lawful and orderly manner, and City shall comply with all present and future laws and ordinances of governmental authorities having jurisdiction pertaining to the operation and safety of the City Lot. City acknowledges that the development of the Project by Developer will be of a first class residential and mixed use product and the City covenants to use the City Lot to that which is in keeping with the nature of the first class development within the Development Area. As used in this this Section 4, the term "long term basis" shall mean a period of time in excess of thirty (30) consecutive days.

5. Signage and Control Measures. City shall cause to be painted or erected such reasonable signage concerning the use of the City Lot or implementation of other suitable control measures as designated by the City of Huntsville Director of Parking and Public Transit (or the successor officer to such position). No personnel, employees, agents, contractors or others acting by, on behalf or with permission of Developer may hold themselves out to be personnel or employees of City, or to have enforcement authority respecting use of the City Lot. Enforcement against any vehicles illegally or inappropriately parked within any portion of the City Lot shall be the sole authority of City and City's duly authorized enforcement officials or agents. City shall be entitled to post outside and within the City Lot reasonable signage respecting the availability and use of the City Lot and related information.

6. Maintenance of City Lot. Without limitation on any other provision of this Agreement, during the term of this Agreement, City shall be solely responsible for the operation and all maintenance and repairs to the parking areas located on the City Lot and all other aspects of the City Lot and must maintain the City Lot in good working order.

7. Insurance.

(a) City shall maintain insurance with respect to the Parking Lot in amounts and with coverage consistent with the insurance maintained on other parking lots owned by the City. Developer acknowledges that City self-insures its parking facilities and will self-insure the Parking Lot.

(b) Anything in this Agreement to the contrary notwithstanding, Developer and City each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage to any property of Developer or City, arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder; or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Developer or City. The foregoing waiver shall also apply to any deductible, as if the same were a part of the insurance recovery.

8. Indemnity; Expenses.

(a) Developer shall indemnify, defend and save City harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) arising from the operation or use by Developer of the remainder of the Development Area outside the City Lot, provided, however, that Developer shall have no obligation to indemnify the City to the extent such claims, actions, damages, liability and expenses are occasioned wholly by any act or omission of City, its agents, servants, contractors, employees, licensees, invitees or guests.

(b) City shall use the City Lot at its own risk, and Developer shall not be liable to City for any loss or damage to any of City's property, or to any of City's agents', servants', contractors', employees', licensees', invitees' or guests' property located on or within the City Lot unless such loss or damage is caused wholly by any act or omission of Developer, its agents, servants, contractors, employees, licensees, invitees or guests (expressly excluding City, and its agents, servants, contractors, employees, licensees, invitees and guests).

(c) The terms of this Section 8 shall survive the expiration or any earlier termination of this Agreement.

9. Assignment. So long as City is not in default hereunder, City may, without obtaining any approval or consent of Developer, in its sole and absolute discretion, pledge, hypothecate, assign, transfer or encumber this Agreement and its interest in the City Lot and sublease any portion of the City Lot and all rights of ingress and egress appurtenant thereto as

provided herein; provided, however, City shall provide notice of any such action to Developer and City shall remain wholly responsible for all actions and non-actions of any such transferee. Developer may assign and transfer this Agreement to any permitted assignee of Developer's interest in the Development Agreement; provided the provisions of Section 5.2 of the Development Agreement shall apply but with this Agreement substituted for the Development Agreement.

Notwithstanding anything herein to the contrary, Developer may collaterally assign Developer's interest in this Agreement to secure any loan provided by a Lender, without having to obtain the consent of the City. Simultaneously with the closing of the transaction whereby the Lender obtains such collateral assignment (or at such other time as shall be required by such Lender), Developer and City shall execute and deliver to the Lender a Collateral Assignment of Parking Garage Agreement substantially in the form of the Collateral Assignment attached to the Development Agreement as Exhibit B (the "Collateral Assignment"). The Collateral Assignment shall include language requiring the Lender (and any purchaser that acquires the Project from Lender after foreclosure or deed in lieu of foreclosure) to assume in writing all obligations of Developer under this Agreement on and after the date Lender or such other purchaser acquires Developer's interest in the Project. The Developer and City shall deliver a new Collateral Assignment to any new Lender or assignee of Lender's rights to such loan.

10. Events of Default and Remedies.

(a) Events of Default by City. Any one or more of the following shall constitute an event of default by City under this Agreement:

(i) Failure by City to pay any amount due with respect to the Rent within ten (10) days of the date such amount is due and payable;

(ii) Default by City under the Development Agreement, if and to the extent the Parking Garage (as defined in the Development Agreement) is built, and, in each case, the failure to cure same within any applicable cure period;

(iii) Default by City under this Agreement, other than as described in item (i) above, and City shall not cure such failure within 30 days after receipt of written notice thereof from Developer (except that this 30-day period shall be extended for a reasonable period of time not to exceed 120 days if the failure is not reasonably capable of cure within said 30-day period, and City promptly commences efforts to cure such failure and continues diligently thereafter all efforts necessary to cure such failure); or

(iv) If a petition in bankruptcy is filed by or against City, or a receiver or other trustee of any of the property of City is appointed, or if City files a petition or an answer seeking reorganization under any of the provisions of the bankruptcy law or of any other law, state or federal, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admitting the material allegations of a petition filed against it in any proceeding under such law, or if City enters into or consents to an arrangement with creditors or makes an assignment for the benefit of creditors, or is adjudicated insolvent by any state or federal court of competent jurisdiction, or if an order, judgment or decree shall be entered without the

application, approval, or consent of City by any court of competent jurisdiction approving a petition seeking reorganization of City of all or a substantial part of the properties or assets of City, or appointing or ordering a receiver, trustee or liquidation of City; provided, however, that City shall have sixty (60) days to have dismissed of record any involuntary petition filed against it.

(b) Remedies of Developer. If City is in default beyond any applicable cure period, Developer may, as its sole and exclusive remedy, terminate this Agreement, seek all unpaid costs and expenses due from City hereunder, and in recognition of such City default, Developer will not be required to pay the Early Termination Fee. Upon Developer's termination of this Agreement, City shall at once surrender possession of and all rights to the City Lot (including any and all improvements made by the City) to Developer, and Developer may immediately, and without further notice, or at any time thereafter, reenter the City Lot and remove all persons and all or any property therefrom, by any suitable action or proceeding at law.

(c) Events of Default by Developer. Any one or more of the following shall constitute an event of default under this Agreement by Developer:

(i) Default by Developer under the Development Agreement and the failure to cure same within any applicable cure period;

(ii) Default by Developer under this Agreement and Developer shall not cure such failure within 30 days after receipt of written notice thereof from City (except that this 30-day period shall be extended for a reasonable period of time not to exceed 120 days if the failure is not reasonably capable of cure within said 30-day period, and Developer promptly commences efforts to cure such failure and continues diligently thereafter all efforts necessary to cure such failure); or

(iii) If a petition in bankruptcy is filed by or against Developer, or a receiver or other trustee of any of the property of Developer is appointed, or if Developer files a petition or an answer seeking reorganization under any of the provisions of the bankruptcy law or of any other law, state or federal, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admitting the material allegations of a petition filed against it in any proceeding under such law, or if Developer enters into or consents to an arrangement with creditors or makes an assignment for the benefit of creditors, or is adjudicated insolvent by any state or federal court of competent jurisdiction, or if an order, judgment or decree shall be entered without the application, approval, or consent of Developer by any court of competent jurisdiction approving a petition seeking reorganization of Developer of all or a substantial part of the properties or assets of Developer, or appointing or ordering a receiver, trustee or liquidation of Developer; provided, however, that Developer shall have sixty (60) days to have dismissed of record any involuntary petition filed against it.

(d) Remedies of City. If Developer is in default beyond any applicable cure period, City may proceed to protect its rights hereunder by suit in equity, action at law, or other appropriate proceedings, including without limitation the specific performance of any covenant or

agreement of Developer herein contained, but only to the extent specific performance is an available remedy for such default under the laws of the State of Alabama.

(e) No Special Damages. Neither City nor Developer shall be entitled to any incidental, consequential or punitive damages, whether arising at law, in equity or otherwise, such damages being specifically waived by both parties hereunder.

11. [reserved]

12. Notices. Any notice provided herein shall be deemed to be effective upon delivery (or refusal of delivery or return as unfound), if sent by hand delivery or by a nationally recognized overnight courier or by facsimile transmission (or electronic mail if to Developer) with a confirmation copy delivered the following day by a nationally-recognized overnight courier, in all events addressed as follows.

To City:

City of Huntsville
Attention: Mayor
308 Fountain Circle
Post Office Box 308
Huntsville, Alabama 35804
Facsimile: (256) 427-5121

With a copy to the attention of:

City of Huntsville
308 Fountain Circle
Post Office Box 308
Huntsville, Alabama 35804
Attention: City Attorney
Facsimile: (256) 427-5043

To Developer:

Front Row Huntsville Owner LLC
c/o Essex Capital
445 Park Avenue
New York, NY 10022
Attention: Mitchell Rutter
Facsimile: (212) 888-0220
Email: mbr@essexcapital.com

c/o Silverstein Properties, LLC
7 World Trade Center
250 Greenwich Street, 38th Floor
New York, New York 10007
Attention : Chief Executive Officer and General
Counsel

Email: mburger@silvprop.com and
npazich@silvprop.com

With a copy to:

Duane Morris, LLP
1040 E. Route 70
Cherry Hill, NJ 08003
Attention: Brad A. Molotsky, Esq.
Facsimile: 609-280-7483
Email: bamolotsky@duanemorris.com

Adler & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, New York 10022
Attn: Terri L. Adler, Esq. and File Manager
File No.: 4213.0008
Email: tadler@adstach.com

13. Surrender. At the expiration or earlier termination of this Agreement, for any reason, City shall remove its goods and effects (including any of the above ground improvements made by the City as required herein), repair any damage caused by such removal and peaceably surrender possession of the City Lot.

14. Holdover. If City remains in possession of or exercises control over the City Lot after the expiration or earlier termination of this Agreement, City's use and occupancy of the City Lot shall be that of a tenancy at will and City shall be responsible for Rent in the amount of two hundred percent (200%) of that which was due at the end of the prior Term. City's occupancy during any holdover period shall otherwise be subject to the provisions of this Agreement (unless clearly inapplicable). No holdover or payment by City after the expiration or earlier termination of this Agreement shall operate to extend the Term or prevent Developer from immediate recovery of possession of the City Lot by lawful proceedings. Any provision in this Agreement to the contrary notwithstanding, any holdover by City shall constitute a default on the part of City under this Agreement entitling Developer to exercise, without obligation to provide City any notice or cure period, its right to remove City from the City Lot.

15. No Waiver of Rights. No failure of either party to exercise any right hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's rights to demand exact compliance with the terms hereof.

16. Governing Law. The laws of the State of Alabama shall govern the validity, performance and enforcement of this Agreement.

17. No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between Developer and City and their respective permitted successors and assigns.

18. No Third-Party Beneficiaries. This Agreement is intended only for the benefit of Developer and City, and neither this Agreement, nor any of the rights, interests or obligations hereunder, is intended for the benefit of any other person or third-party.

19. Entire Agreement. This Agreement and the Development Agreement set forth the entire agreement between the parties. Any prior or contemporaneous conversations or writings are merged in this Agreement and the Development Agreement. If any inconsistency exists or arises between the terms of this Agreement and the terms of the Development Agreement, the terms of this Agreement shall prevail. No provision hereof can be waived or amended except by a writing signed by the party against whom enforcement of such waiver or amendment is sought.

20. Memorandum of Agreement. Upon request by either Developer or City, the parties shall, at the requesting party's sole cost and expense, record a memorandum of this Agreement in the real estate records of the Office of the Judge of Probate of Madison County, Alabama.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the date first written above.

ATTEST:

CITY:

CITY OF HUNTSVILLE
an Alabama municipal corporation

By: _____
Name: Shaundrika Edwards
Title: City Clerk

By: _____
Name: Tommy Battle
Title: Mayor

Date signed:

February 26, 2026

DEVELOPER:

FRONT ROW HUNTSVILLE OWNER,
LLC
a Delaware limited liability company

By: _____
Name:
Title: Its Authorized Signatory

Date signed:
