



Sherry Sullivan
Mayor

Council Members

Andrea F. Booth
Jack Burrell, ACOM
Jimmy Conyers
Joshua N. Gammon
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Fairhope Board of Adjustments Agenda

December 15, 2025 – 5:00 PM

1. CALL TO ORDER

Anil Vira, Chairman
Frank Lamia, Vice Chairman
Bryan Flowers

Ryan Baker
Donna Cook
Cindy Beaudreau, Secretary

2. APPROVAL OF MINUTES

- November 17, 2025

3. OLD / NEW BUSINESS

OLD BUSINESS

None

NEW BUSINESS

- A. BOA 25.17** Public hearing to consider the request of the Owner, Jennifer Starling for a Special Exception - to allow for a clinic on property zoned B-2 – General Business District. The property is located at 311 Magnolia Avenue, Suite 109. The property is approximately 0.38 acres. **PPIN#: 15161**

4. ADJOURN

The Board of Adjustments met Monday, November 17, 2025, at 5:00 PM at the City Municipal Complex, 161 N. Section Street in the Council Chambers.

Present: Anil Vira, Chair; Frank Lamia, Vice-Chair; Donna Cook; Ryan Baker; Payton Rogers, Planning and Zoning Manager; Michelle Melton, City Planner and Cindy Beaudreau, Planning Clerk.

Absent: Bryan Flowers

Chairman Vira called the meeting to order at 5:01 PM.

Approval of Minutes

Frank Lamia made a motion to approve the minutes from the October 20, 2025, meeting.

Rayn Baker seconded the motion and the motion carried with the following vote:

Aye: Anil Vira, Frank Lamia, Donna Cook and Ryan Baker

Nay: None.

BOA 25.11 Public hearing to consider the request of the Applicant, Rob Littleton, acting on behalf of the Owner, Patricia Littleton, for a 10' front setback variance and a 30' rear setback variance. The property is approximately 0.28 acres and is located at 863 Creek Drive. **PPIN #: 63531**

Michelle Melton, City Planner, presented the request of the Applicant, Rob Littleton, acting on behalf of the Owner, Patricia Littleton, for a 10' front setback variance and a 30' rear setback variance. The property is approximately 0.28 acres and is located at 863 Creek Drive. Ms. Melton shared the aerial and zoning maps.

Staff recommends approval of BOA 25.11, with the following conditions:

1. Recording of the approved variances with Baldwin County Judge of Probate.
2. Issuance of associated development permits within 365 days of variance approval.
3. Issuance of a Wetland Permit in compliance with the City of Fairhope Wetland Ordinance for any and all future renovations or new development within the wetland buffer including, but not limited to, the expansion of or connection to an existing gravel driveway.
4. On site storage of recreational vehicles shall be in full compliance with Article III D(7) of the City of Fairhope Zoning Ordinance.

Rob Littleton, Applicant, 302 Poplar Place, stated that he is not planning on using the existing drive and will not be connecting to it.

Chairman Vira opened the public hearing at 5:11pm. Having no one present to speak, the public hearing was closed at 5:11pm.

Motion:

Donna Cook made a motion to approve BOA 25.11 with staff recommendations.

Frank Lamia seconded the motion and the motion carried with the following vote.

Aye: Anil Vira, Frank Lamia, Donna Cook and Ryan Baker

Nay: None.

BOA 25.15 Public hearing to consider the request of the Owner, Mick Blackledge, for a 4' rear setback variance. The property is approximately 0.33 acres and is located at 20105 Bunker Loop.
PPIN #: 294211

Payton Rogers, Planning and Zoning Manager, presented the request of the Owner, Mick Blackledge, for a 4' rear setback variance. The property is approximately 0.33 acres and is located at 20105 Bunker Loop. Mr. Rogers shared the aerial and zoning maps.

Staff recommends denial of BOA 25.15.

Mick Blackledge, Applicant, 20105 Bunker Loop, stated that he had always had a back patio with a screen and would like to add a roof and screen the area. His reasons are for mosquito protection, the deck gets hot in the summer, and they are not able to cook out during rainy season. Mr. Blackledge added that they are trying to live within the intent of the zoning and it makes more sense to attach the structure to the house rather than build an approved gazebo. Mr. Blackledge stated that the adjacent property owners do not oppose the request and listed the economic benefit of adding a roof.

Ryan Baker asked if there were any circumstances related to the property. Mr. Blackledge replied that the property was a normal property.

Frank Lamia asked how hard it would be to cut back the deck. Mr. Blackledge stated that it would not be that hard.

Neita Blackledge added that they want to be able to appreciate the garden that had been installed by a master gardener.

Anil Vira asked if they could cover the 8' of the patio and leave the other uncovered. Payton Rogers stated yes.

Chairman Vira opened the public hearing at 5:24pm. Having no one present to speak, the public hearing was closed at 5:24pm.

Motion:

Frank Lamia made a motion to deny BOA 25.15.

Ryan Baker seconded the motion and the motion carried with the following vote.

Aye: Anil Vira, Frank Lamia, Donna Cook and Ryan Baker

Nay: None.

Old/New Business

None

Adjournment

Ryan Baker made a motion to adjourn.

The motion carried unanimously with the following vote:

Aye: Anil Vira, Frank Lamia, Donna Cook and Ryan Baker

Nay: None.

Adjourned at 5:26p.m.

Anil Vira, Chairman

Cindy Beaudreau, Secretary

City of Fairhope Board of Adjustments December 15, 2025



BOA 25.17 - Horizon Point Therapy Group



Project Name:

Horizon Point Therapy Group

Site Data:

0.38 acres

Project Type:

Allow for a clinic on property zoned B-2
General Business District

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2 General Business District

PPIN Number:

15161

General Location:

Magnolia Avenue between Church and
Section

Surveyor of Record:

N/A

Engineer of Record:

N/A

Owner / Developer:

Jennifer Starling

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved

Prepared by:

Name : Michelle Melton-Null



APPLICATION FOR BOARD OF ADJUSTMENTS

Application Type: Administrative Appeal Special Exception Variance

Property Owner / Leaseholder Information		
Name: Jennifer Starling- Horizon Point Therapy Group	Phone Number: 251-298-7819	
Street Address: 311 Magnolia Avenue, Suite 109	jstarling.counseling@gmail.com	
City: Fairhope	State: AL	Zip: 36532

Applicant / Agent Information		
If different from above. Notarized letter from property owner is required if an agent is used for representation.		
Name: _____	Phone Number: _____	
Street Address: _____		
City: _____	State: _____	Zip: _____

Site Plan with Existing Conditions Attached: YES NO
 Site Plan with Proposed Conditions Attached: YES NO
 Variance Request Information Complete: YES NO
 Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached: YES NO

Applications for Administrative Appeal or Special Exception:

Please attach as a separate sheet(s) information regarding the administrative decision made or information regarding the use seeking approval. Please feel free to be as specific or as general as you wish in your description. This information will be provided to the Board before the actual meeting date. It is to your benefit to explain as much as possible your position or proposal.

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Jennifer Starling
 Property Owner/Leaseholder Printed Name
11/10/25
 Date

Jennifer Starling
 Signature
 x Lee Turner
 Fairhope Single Tax Corp. (If Applicable)

Lee Turner - President
11/7/2025



VARIANCE REQUEST INFORMATION

What characteristics of the property prevent / preclude its development?:

- Too Narrow Elevation Soil
- Too Small Slope Subsurface
- Too Shallow Shape Other (specify)

Describe the indicated conditions: Request clinic use in B-2 zoning.

How do the above indicated characteristics preclude reasonable use of your land?
clinic use is only allowed in B2 with special acceptance.

What type of variance are you requesting (be as specific as possible)?
To operate clinic - during the hours 9-5 T-F
 counseling services for marriage & family therapy
 booking by appointment only

Hardship (taken from Code of Alabama 1975 Section 11-52-80):
 "To authorize upon appeal in specific cases such variance from the terms of the (zoning) ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provision of the (zoning) ordinance will result in unnecessary hardship and so that the spirit of the (zoning) ordinance shall be observed and substantial justice done."

BOA Fee Calculation:	Residential	Commercial
Filing Fee:	\$100	\$500
Publication:	\$20	\$20
TOTAL: \$		

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Jennifer Starling
 Property Owner/Leaseholder Printed Name
11.6.25
 Date

Jennifer Starling
 Signature
 Fairhope Single Tax Corp. (If Applicable)
Lee Turner - President
11/7/2025

CITY OF FAIRHOPE

P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



**BOARD OF ADJUSTMENTS & APPEALS
APPLICATION**

451 Pecan



BOARD OF ADJUSTMENTS (BOA) APPLICATION

Authority: The City of Fairhope is authorized under the Code of Alabama, 1975 to create and establish a Board of Adjustment whose duties are quasi-judicial.

Public Notice: All BOA applications are required by State Law to give notice in both the newspaper and to all real property owners with 300 feet of the proposed change. The cost of this notice is paid by the applicant. All notice charges are paid at the time of application submission.

The BOA must conduct public hearings in conjunction with all applications. At the time of the BOA meeting all interested persons will be given the opportunity to speak either pro or con for the proposal.

BOA Functions: The BOA performs several functions: 1) hear and decides appeals from a decision made by an administrative official of the City of Fairhope; 2) hear and decide on granting special exceptions as permitted in the Zoning Ordinance, and; 3) authorize on appeal in specific cases variances to the regulations established in the Zoning Ordinance.

Decision and Voting: The BOA is a 5 member Board. The Board will conduct a public hearing and consider the request of the applicant. The Board has three (3) options: 1) approve the request; 2) deny the request; table the request.

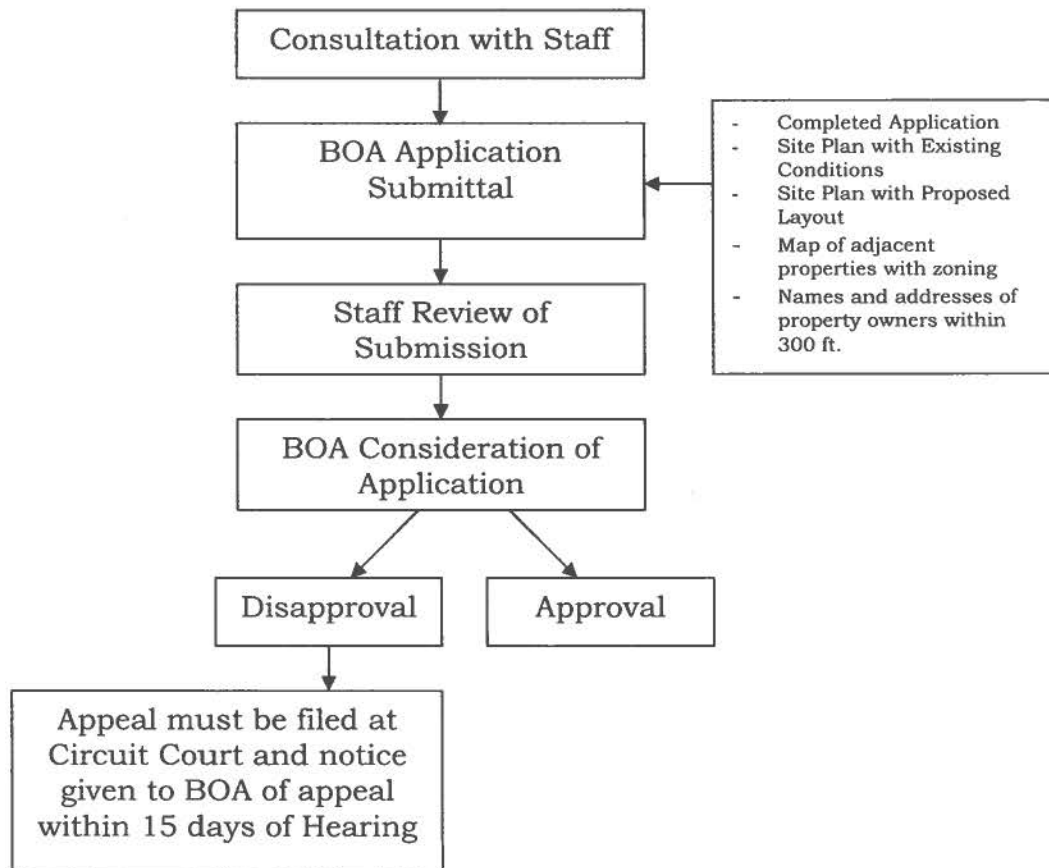
Approval of the request requires 4 of the 5 members of the BOA to vote in favor. A simple majority does not pass.

BOA Application Submission: The BOA application must be complete. An application is not considered complete unless all required documents are provided at the time of submission. An incomplete application may not be accepted by staff.

Deadlines: The City of Fairhope wishes to expedite the BOA process in the best and most effective manner possible. To that end, it is important that deadline times and dates are adhered to by the applicant (refer to the attached schedule for dates and times)



BOARD OF ADJUSTMENTS (BOA) FLOW CHART



SUMMARY OF REQUEST

Public hearing to consider the request of the Owner, Jennifer Starling for a Special Exception - to allow for a clinic on property zoned B-2 – General Business District. The property is located at 311 Magnolia Avenue, Suite 109. The property is approximately 0.38 acres.

SITE HISTORY

There are no known Board of Adjustments cases affiliated with this site.

STAFF COMMENTS

Clinics in B-2 districts are “permitted only on appeal and subject to special conditions” in the Zoning Ordinance. B-2 Districts and Clinics are defined as follows:

“Clinic – a place used for the care, diagnosis and treatment of ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board. (p.88)”

“B-2, General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included. (p. 16)”

Article II, Section A(4)(d)(2) describes the duty and power of the BOA that is applicable to this case.

“Special Exceptions - To hear and decide special exceptions to the terms of this ordinance upon which the board is required to pass under this ordinance.”

The Subject Property is located within the Central Business District within an established building (see Exhibits).

The Applicant requests to operate a counseling clinic for marriage and family therapy. Applicant is qualified to diagnose persons and will be diagnosing clients/patients in line with the definition of a clinic; however, Applicant will not be prescribing medication. The Applicant will refer clients/patients to practitioners that are able to prescribe medication. The clinic will operate normal office business hours and will be by appointment only.

SPECIAL EXCEPTION CONSIDERATIONS

Article II Section C.3.e(2) of the City of Fairhope Zoning Ordinance states that any other application (i.e. Administrative Appeal or Special Exception) shall be reviewed by the Board of Adjustments under the following criteria:

- 1) Compliance with the Comprehensive Plan;
- 2) Compliance with any other approved planning document;
- 3) Compliance with the standards, goals, and intent of this ordinance;
- 4) The character of the surrounding property, including any pending development activity;
- 5) Adequacy of public infrastructure to support the proposed development;
- 6) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
- 7) Compliance with other laws and regulations of the City;
- 8) Compliance with other applicable laws and regulations of other jurisdictions;
- 9) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and
- 10) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.
- 11) Overall benefit to the community;
- 12) Compliance with sound planning principles;
- 13) Compliance with the terms and conditions of any zoning approval; and
- 14) Any other matter relating to the health, safety, and welfare of the community.

Recommendation:

Based on the preceding, Staff recommends **APPROVAL** of BOA 25.17 Horizon Point Therapy Group Special Exception to allow a marriage and family counseling clinic in a B-2, General Business District.

EXHIBITS

Excerpt from Table 3-1 Use Table

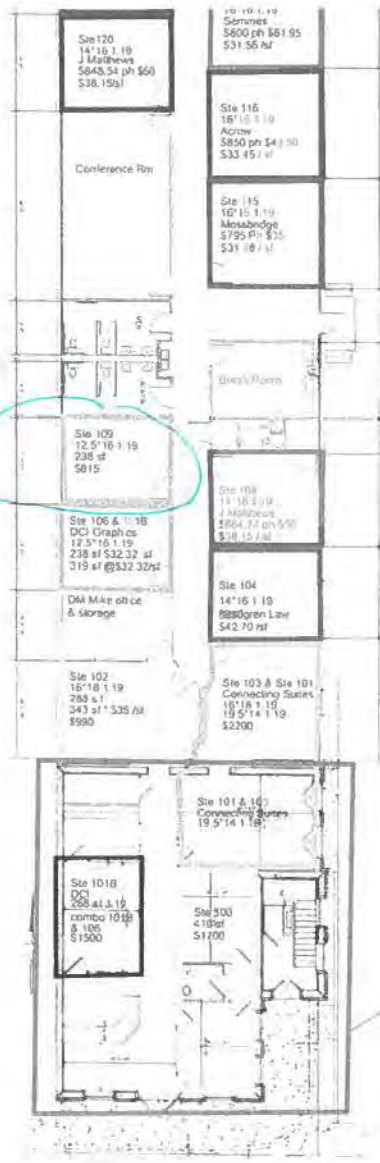
Zoning Districts	R-A	R-1 (a, b, c)	R-2	R-3 TH	R-3 PGH	R-3	R-4	R-5	R-6	B-1	B-2	B-3a	B-3b	B-4	M-1	M-2
Use Categories / Specific Uses																
Retail (cont.)																
Automobile Service Station										○	○				○	○
Outdoor Sales Limited											○				○	○
Outdoor Sales Lot											○				○	○
Garden Center											○	○			○	○
Service																
Convalescent or Nursing Home	○	○	○			○	○	○		○	○	○		○	○	○
Clinic	○	○	○			○	○	○		○	○	○			○	○
Outdoor Recreation Facility	○	○	○			○	○	○			○	○	●	○	○	○
Day Care	○	○	○			○	○	○		○	○	○		○	○	○

● Allowed By-Right per Zoning Ordinance standards & conditions	⊗ Subject to special conditions as detailed in Zoning Ordinance	○ On appeal & subject to special conditions as detailed in Zoning Ordinance
--	---	---

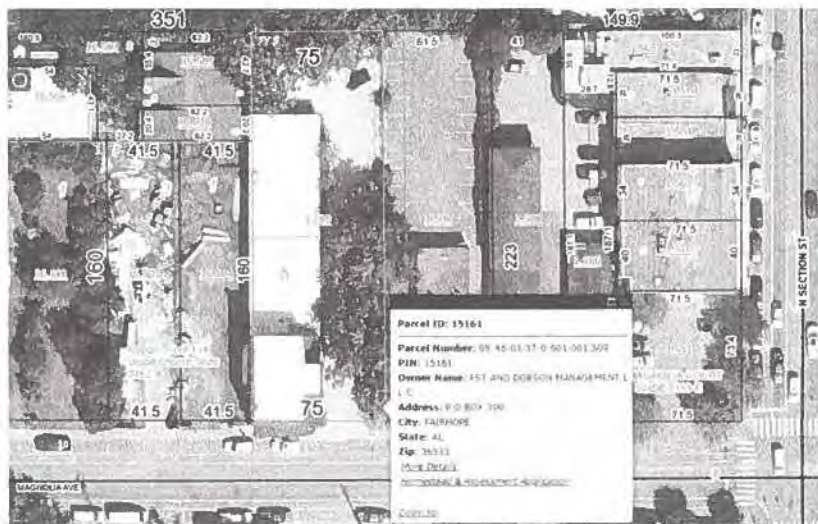


Google Streetview last visited on December 2, 2025.

311 MAGNOLIA



Second & Third Story of Building Dedicated as Residence for Property Owner





DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-06-2025

Employer Identification Number:
39-3613133

Form: SS-4

Number of this notice: CP 575 G

HORIZON POINT THERAPY GROUP LLC
JENNIFER HOLT STARLING SOLE MBR
11360 DEBORAH STEELE LN
FAIRHOPE, AL 36532

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-3613133. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Horizon Point Therapy Group LLC

This name reservation is for the exclusive use of Legalzoom.com, Inc., 11501 Domain Dr, Ste 200, Austin, TX 78758 for a period of one year beginning August 06, 2025 and expiring August 06, 2026



RES234611

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 06, 2025

Date

A handwritten signature in black ink that reads 'Wes Allen'.

Wes Allen

Secretary of State

Company Agreement

Horizon Point Therapy Group LLC, an Alabama Limited Liability Company

THIS COMPANY AGREEMENT of Horizon Point Therapy Group LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alabama limited liability company under the Alabama Limited Liability Company Law of 2014. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alabama. The Members hereby adopt and approve the Certificate of Formation of the Company filed with the Alabama Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alabama Limited Liability Company Law of 2014.

"Agreement" means this Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alabama Limited Liability Company Law of 2014, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
 - (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS,
CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alabama Limited Liability Company Law of 2014. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Alabama Limited Liability Company Law of 2014.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Alabama Limited Liability Company Law of 2014, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alabama Limited Liability Company Law of 2014 for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the Certificate of Formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Alabama Limited Liability Company Law of 2014 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alabama Limited Liability Company Law of 2014, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alabama Limited Liability Company Law of 2014. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alabama Limited Liability Company Law of 2014, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alabama law. "Proceeding," as used in this Article 9, means any

threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alabama law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alabama Limited Liability Company Law of 2014. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully

expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alabama Limited Liability Company Law of 2014.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Alabama. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: _____

Signature of Jennifer Holt Starling

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Jennifer Holt Starling 11360 Deborah Steele Ln Fairhope, Alabama 36532	_____	100%



LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 13th day of October, 2025, by and between Dobson Management, L.L.C. (hereinafter referred to as "LESSOR") whose authorized agent is Stirling Properties, L.L.C. with offices located at 7101 US-90, Suite 202, Daphne, AL, 36526. LESSOR, and Jennifer Starling, L.MFT (individually), dba Horizon Point Therapy Group, L.L.C., an Alabama limited liability company (hereinafter referred to as "LESSEE").

WITNESSETH THAT:

**ARTICLE 1
PREMISES**

The parties hereto, for the considerations hereinafter set forth do hereby covenant and agree as follows: LESSOR hereby leases unto LESSEE the following described premises (hereinafter called "Premises"), described as approximately 238 square feet of office space, identified as Suite 107 located on the 1st floor of 311 Magnolia Avenue (hereinafter called "Building") located at 311 Magnolia Avenue, Fairhope, Alabama, 36532. Attached hereto as a part hereof is an "Exhibit A" which has been approved by LESSOR and LESSEE. LESSOR agrees to provide for LESSEE the space, arrangement and facilities shown and specified on "EXHIBIT A", but LESSOR reserves the right at any time to make alterations or additions to, and to build additional stories on the building and to build adjoining the same.

**ARTICLE 2
EXAMINATION
OF LEASE**

Submission of this instrument for examination or signature by LESSEE does not constitute a reservation of or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both LESSOR and LESSEE.

**ARTICLE 3
TERM AND
COMMENCEMENT**

The term of this Lease shall be for a period of One (1) year, 0 (0) months, and 0 (0) days, commencing on January 1, 2026, and ending on December 30, 2026.

**ARTICLE 4
RENTAL**

(1) LESSEE shall pay LESSOR as rental for the Premises for the whole term hereof the sum of Ten Thousand Two Hundred & No/00 Dollars (\$10,200.00) Dollars, plus the additional payments and sums as hereinafter provided. The monthly rent of Eight Hundred Fifty & No/100 (\$850.00), is payable monthly via ACH payments, in advance on or before the first day of each month during the term hereof to LESSOR's financial institution, or at such other place or manner as LESSOR may in writing designate from time to time, without any prior demand therefore, and without any deduction or setoff whatsoever. A sum equal to the first month's rental installment shall be deposited with LESSOR in escrow and without interest until the term of this Lease commences, whereupon such sums shall be then applied by LESSOR as payment on the first rental installment hereunder. See Exhibit A.

(2) If the term commences other than on the first day of a calendar month, then LESSEE shall pay pro-rata rent, in advance, for the period from such commencement date to the first day of the next following calendar month. Rent for such period shall be determined by multiplying the monthly rent under the preceding paragraph by a fraction, the numerator of which shall be the number of days in such period, and the denominator of which shall be the number of days in such calendar month. LESSEE shall also pay the rent as otherwise provided in this Lease.

(3) In the event that any federal, state, local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals paid or to be paid by LESSEE under the terms of this Lease, and LESSOR is thereby required to collect from LESSEE and/or pay such tax, levy, or charge to such authority, LESSEE covenants and agrees, within ten (10) days from written demand therefore, to pay to or reimburse LESSOR (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this Lease shall be deemed to be due from LESSEE as additional rent.

(4) In the event any rent payment is not paid within five (5) days after the date on which such payment is due then LESSOR may collect, and LESSEE agrees to pay as part of such overdue payment, a late charge of Five Cents (\$.05) for each dollar so overdue. An additional late charge will be added to such payment for each thirty (30) day period it or any part of it remains unpaid.

**ARTICLE 5
FACILITIES
SUPPLIED BY
LESSOR**

(1) LESSOR agrees to furnish to the Building hot and cold water at points of supply provided for general use, heating and refrigerated air conditioning in season at reasonable temperatures and in reasonable amounts, electrical and elevator in the manner and to the extent deemed standard for the office-rental business by LESSOR. LESSOR reserves the right to furnish all such facilities and services, at its option on such weekends and holidays as LESSOR chooses.

(2) If LESSEE desires to have installed in the Premises any special facilities or equipment requiring other than normal electrical service for ordinary lighting and minor electrical appliances such as typewriters, small business and accounting machines, and other than the normal and regular service mentioned in Paragraph (1), LESSOR will, if reasonable possible, furnish such additional special facilities or equipment provided that LESSEE will pay LESSOR in advance for the cost of providing and installing any additional wiring equipment, meters and safety devices and the cost of any repairs, alterations, additions to, and refinishing of the Premises or Building so necessitated, and provided LESSEE shall pay all additional utility charges incurred thereby.

(3) LESSOR shall not be liable to LESSEE in damages or otherwise for failure to perform any of the covenants on its part under this Article 5, nor shall temporary stoppages, temporary failures or interruptions of any of the services to be supplied by LESSOR unto LESSEE under this Article be construed as an eviction of LESSEE, work an abatement of rent, or relieve LESSEE from any covenant or agreement, but LESSOR agrees to diligently restore any services obliged to be provided by it hereunder when temporary failures, stoppages, or interruptions occur.

**ARTICLE 6
SECURITY**

LESSOR agrees to provide such security as LESSOR deems necessary or desirable, but LESSOR shall in no event be liable for any theft or other loss of property occurring in or about the Premises or Building.

stirling

ARTICLE 7 ADDITIONAL RENT	LESSEE agrees to pay to LESSOR as additional rent all sums provided for in this Lease at the times and in the manner provided. If LESSOR shall make any expenditure for which LESSEE is responsible or which LESSEE should make, then, at LESSOR'S election, the amount thereof may be added to the installment of rent next falling due or constitute an item of account payable on demand.
ARTICLE 8 MAINTENANCE AND ALTERATIONS	LESSEE agrees to take good care of the Premises and not to allow or commit any waste with respect to the Premises or Building, and that upon termination of this Lease, by lapse of time or otherwise, LESSEE will surrender the Premises to LESSOR in as good condition as at the date of initial possession hereunder by LESSEE, ordinary wear and tear expected. Any damage to the Premises or Building resulting from acts or neglect of LESSEE or LESSEE'S agents, employees, patrons, or invitees, shall be repaired or replaced at LESSEE'S expense, and any alterations, physical additions or improvements, except movable office furniture, shall at once become the property of LESSOR upon termination of this Lease.
ARTICLE 9 ASSIGNMENT SUB-LETTING	LESSEE agrees not to assign this Lease, nor allow it to be assigned, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, or sub-let the Premises, or any part thereof, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. However, LESSEE shall not be relieved of any obligation under the lease agreement.
ARTICLE 10 USE OF PREMISES	LESSEE agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. LESSEE will not use, occupy or permit the use or occupancy of the Premises for any unlawful, disreputable, or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance, or do or permit any act or thing which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might emit offensive odors into other portions of the Building; or use any apparatus which might make undue noise or set up vibration in the Building; or permit anything to be done which would increase the fire insurance rate on Building or contents.
ARTICLE 11 RIGHT OF ENTRY	LESSEE agrees that LESSOR'S representatives shall have the right to enter all parts of the Premises at all reasonable hours to inspect, test, clean, make repairs, alterations and additions to the Building or Premises, which it may deem necessary or desirable or to provide any service which it is obligated to furnish tenants of the Building.
ARTICLE 12 SURRENDER OF PREMISES	At the expiration of the tenancy hereby created, LESSEE shall surrender the leased Premises in the same condition as the leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys for the leased Premises to LESSOR at the place then fixed for the payment of rent and shall inform LESSOR of all combinations on locks, safes and vaults, if any, in the leased Premises. LESSEE shall remove all its trade fixtures and any alterations or improvements which LESSOR requests to be removed before surrendering the Premises as aforesaid and shall repair any damage to the leased Premises caused thereby. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.
ARTICLE 13 INDEMNITY	LESSEE hereby covenants and agrees to indemnify and hold LESSOR harmless from and against any and all liability, claims, demands, loss or damage for injury to, or death of, any person or persons or damage to property in any way arising from or in connection with the occupancy or use by LESSEE of the Premises or any part thereof or occasioned wholly or in part by any act or omission of LESSEE, its agents, employees or invitees. LESSEE further agrees to indemnify and hold LESSOR harmless from all fines, suits, claims, demands and actions resulting from any breach, violation or nonperformance of any covenant or condition thereof by LESSEE or LESSEE'S agents, employees or invitees.
ARTICLE 14 EMINENT DOMAIN	<p>(1) Entire Premises If the whole of the Premises hereby leased shall be taken by any authority under the power of eminent domain, then this Lease shall terminate as of the day possession shall be taken by such authority, and all rent shall be paid up to that date with a proportionate refund by LESSOR of such rent as may have been paid in advance.</p> <p>(2) Partial Taking of Premises If less than 20 percent of the floor area of the Premises be so taken by eminent domain then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day and thereafter the fixed minimum rent hereunder shall be proportionately adjusted.</p> <p>(3) Substantial Taking of Premises If more than 20 percent, but not all, of the floor area of the Premises be so taken, then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day; provided, however, that LESSEE and LESSOR shall each have the right to terminate this Lease by giving written notice thereof within ten (10) days from the date such possession is taken by said authority. In the event LESSEE elects to remain in possession, and LESSOR does not so terminate, all of the terms herein provided shall continue in effect that the fixed minimum rent shall be proportionately adjusted.</p> <p>(4) Substantial Taking of Building If more than 50 percent of the floor area of the Building be taken under the power of eminent domain, whether or not the Premises or any part thereof be taken, LESSOR may, by notice in writing to LESSEE delivered within thirty (30) days after the day of surrendering possession to the authority, terminate this Lease, and rent shall be paid or refunded, as of the date of termination.</p> <p>(5) Damages All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of LESSOR, including, but not limited to, such damages as shall be awarded as compensation for diminution in value of the leasehold and to the fee of the Premises; provided,</p>

stirling

however, that LESSOR shall not be entitled to any award made to LESSEE for loss of business, depreciation to and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other disposition in lieu of, or under threat of, condemnation.

ARTICLE 15 RELEASE OF LIABILITY

LESSOR shall not be liable to LESSEE for any loss or damage to any person or property, including the person and property of LESSEE occasioned by theft, the acts of any co-tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of governmental authority, the construction, repair, maintenance or alteration of any part of the Premises or Building as a whole or any other cause whatsoever.

ARTICLE 16 EXCUSE OF LANDLORD'S PERFORMANCE FORCE MAJEURE

Anything in this Lease to the contrary notwithstanding LESSOR shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, or any other cause whatsoever (including failure of LESSEE to supply necessary data or instructions) beyond the reasonable control of LESSOR, or inability of LESSOR to obtain financing satisfactory to LESSOR, and the time for performance by LESSOR shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE 17 DAMAGE OR DESTRUCTION

(1) Premises Rendered Wholly Unfit for Occupancy
In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become wholly unfit for occupancy, then the LESSOR may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time after such Premises have become wholly unfit for occupancy, or may give notice in writing terminating this Lease. If LESSOR elects to repair or rebuild the Premises it shall give the LESSEE notice thereof within thirty (30) days after such injury or damage of its intention to repair or rebuild, and then proceed with reasonable speed to repair or rebuild. LESSEE shall not be obligated to pay any rent from the time that such Premises were rendered wholly unfit for occupancy until such Premises are again fit and ready for occupancy.

(2) Premises Rendered Partially Unfit for Occupancy
In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become partially unfit for occupancy, LESSOR shall forthwith cause the same to be repaired as soon as is reasonably possible and, only while such damage is being repaired, LESSEE shall be entitled to a proportionate abatement of the monthly rent. The repair or restoration by LESSOR under this and the preceding paragraph shall in all events be limited to those items originally provided by LESSOR in accordance with Exhibit "A".

(3) Building Rendered Totally or Partially Unfit for Occupancy
In the event that the Building in which the Premises may be situated be destroyed or damaged from any cause to the extent (in LESSOR'S sole judgment) of 33 percent or more of the replacement cost of such building, LESSOR shall have an option to terminate this Lease, whether the Premises be damaged or not; such option to be exercised within thirty (30) days after such occurrence so damaging said Building. Anything in this Lease to the contrary notwithstanding, a total or substantially total destruction of the Building shall terminate this Lease.

(4) General
LESSOR shall not be liable or responsible to LESSEE for any inconvenience or loss due to making repairs or reconstruction as aforesaid nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve LESSEE, from any liability for any loss or damage to LESSOR or LESSOR'S property due to negligence or willful acts of LESSEE, its agents, servants, employees, or invitees, provided, however, if LESSOR'S fire and extended coverage insurance policy permits, without penalty, the release of others from liability for loss from casualties insured against, such release from liability is hereby granted to the extent that LESSOR actually recovers for loss under such policy.

ARTICLE 18 DEFAULT OF LESSEE

(1) The happenings of any one or more of the following events shall constitute a default hereunder: a) LESSEE'S failure to pay (within ten (10) days) any one or more said installments of rent as and when the same becomes due, b) LESSEE'S removal, attempt to remove or permitting to be removed from said Premises, except in the usual course of trade, the goods, furniture, effects or other property of LESSEE brought thereon, c) the levy of an execution or other legal process upon the goods, furniture, effects or other property of LESSEE brought on said Premises, or upon the interest of LESSEE in this Lease, d) the filing of a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto by or against LESSEE, or LESSEE being adjudged bankrupt, e) LESSEE'S making an assignment for the benefit of creditors, f) the appointment of a receiver of LESSEE'S property, g) LESSEE'S vacation of said premises or abandonment of the possession thereof, or use of the same for purposes other than that for which the same are hereby let, or failure to use said Premises for the purposes herein specified, or h) LESSEE'S violation of any of the other terms, conditions or covenants on the part of LESSEE herein contained or contained in the Rules and Regulations referred to in Article 27, Rules and Regulations in Exhibit B and upon the happening of any such default, LESSOR shall have the right at its option to (i) Annul and terminate this Lease, and thereupon re-enter and take possession of said Premises; or (ii) Re-enter and re-let said Premises from time to time as agents of LESSEE for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental and/or such terms and conditions as LESSOR in its sole discretion may deem advisable and such re-entry and/or re-letting shall not discharge LESSEE from any liability or obligations hereunder, except that net rents (that is, gross rents less the expenses of collection and handling and less commissions) collected as a result of such re-letting shall be a credit on LESSEE'S liability for rents under the terms of this Lease. Nothing herein, however, shall be construed to postpone the right of LESSOR to sue for rents, whether matured by acceleration or otherwise, but on the contrary, LESSOR is hereby given the right to demand, collect and/or sue therefor at any time after default; or (iii) Upon re-entry and taking possession of the Premises, LESSOR may remove all personal property remaining in the Premises and store the same in a public or private warehouse, or

stirling

elsewhere, at the cost of the LESSEE and may take such other different or additional actions as LESSOR may, in its sole discretion, deem advisable to prepare the Premises for re-letting, all such actions shall be at LESSEE'S expense. No re-entry, taking possession, removal of personal property, or re-letting shall be deemed or construed to be a trespass on conversion and LESSOR shall not be liable for any loss or damage occasioned by such actions.

(2) Upon default, or upon the termination of this Lease or re-entry upon said Premises of any one or more of the causes set forth above, or upon termination of this Lease or re-entry upon said Premises, the rents hereunder for the remainder of the entire rental period, and all other indebtedness, if any, payable under the provisions hereof, shall be and become immediately due and payable at the option of LESSOR and without regard to whether or not possession of the Premises shall have been surrendered to or taken by LESSOR, provided, however, no default on account of payment for rent shall occur until such rent is ten (10) days in arrears, and no default for other cause shall occur until the expiration of a period of thirty (30) days after written notice to LESSEE of any breach of any other covenant hereof without correction of such breach.

(3) In the event of employment of an attorney by LESSOR for collection of any amount due hereunder or for the institution of any suit for possession of said property, or for advice or services incident to the breach of any other covenant of this Lease by LESSEE or on account of bankruptcy proceeding by or against LESSEE, or legal process being issued against the furniture and effects of LESSEE located upon the Premises, or the leasehold interest of LESSEE, LESSEE agrees to pay and shall be taxed with a reasonable attorney's fee which shall be a part of the debt evidenced and secured by this Lease. In order to further secure the prompt payment of said rents when the same shall mature, and the faithful performance by LESSEE of all and singular the terms, conditions and covenants on the part of LESSEE herein contained and all damages and costs that LESSOR may sustain by reason of the violation of said terms, conditions and covenants, or any of them, LESSEE does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

**ARTICLE 19
SECURITY
DEPOSIT**

LESSOR and LESSEE agree that LESSEE will deposit with LESSOR the sum of \$850.00 on the date of the execution of the Lease, to be held, without interest, as security for the payment of rent and any and all other sums of money for which LESSEE shall or may become liable to LESSOR under this Lease, and for the faithful performance by LESSEE of all other covenants and agreements under this Lease, said deposit to be returned to LESSEE after the termination of this Lease and any renewal hereof, provided LESSEE shall have made all such payments and performed all such covenants and agreements. Nothing in this article shall be deemed to limit the amount of any claim, demand or cause of action of LESSOR under this Lease. LESSOR and LESSEE acknowledge that the security deposit is held by the LESSOR and not the LESSOR's agent.

**ARTICLE 20
CUMULATIVE
REMEDIES
WAIVER**

LESSEE agrees that all remedies herein given LESSOR, including all those not set forth but provided by law shall be cumulative, and the exercise of one or more of any such remedies by LESSOR shall not exclude the exercise of any other lawful remedy nor shall any waiver by LESSOR, express or implied of any breach of any term, covenant or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. Acceptance of rental by LESSOR from LESSEE or any assignee, sub-tenant, or other successor in interest to LESSEE, with or without notice shall never be construed as a waiver of any breach of any term, condition or covenant of this Lease. Failure of LESSOR to declare any default upon occurrence thereof, or delay, at any time and take such action as may be authorized hereunder, in law or equity, or otherwise. LESSEE agrees to pay all costs and expenses which may be incurred in connection with the enforcement of any of the provisions of this Lease and further agrees to waive any right to trial by jury in connection with any suit relating to the subject matter covered by this Lease.

**ARTICLE 21
SIGNS AND
PICTURES**

LESSEE agrees not to install or paint any signs, name plates, symbols, pictures or any other paintings or hangings inside or outside the Premises or the Building without prior consent of the LESSOR.

**ARTICLE 22
BLINDS OR
DRAPERIES**

Should LESSEE require draperies, in addition to those installed initially, for decorative or other purposes, draperies may be installed by LESSEE at expense of LESSEE and under direction and supervision of LESSOR so as to reflect dignity, good taste and desirable uniformity. In no case shall LESSEE install or attempt to install draperies except after installation of and upon supports approved by LESSOR.

**ARTICLE 23
PARKING**

All parking facilities provided by LESSOR shall be under the control of LESSOR, and LESSEE agrees that LESSEE, its agents, employees, and invitees shall conform to such written parking regulations, conditions and provisions as may be from time to time prescribed by LESSOR. Parking area is not to be used by LESSEE at any time as a storage area for any merchandise, goods, equipment or any other item.

**ARTICLE 24
TRANSFER OF
LESSOR'S
RIGHTS**

LESSOR shall have the right to sell, assign or transfer, in whole or in part, all of its rights and/or obligations hereunder or in the Building and/or Premises. Such sale, assignments or transfers may be made to a corporation, trust company, individuals or group of individuals, and howsoever made shall be binding on LESSEE in all respects and recognized by LESSEE.

**ARTICLE 25
NOTICE**

Notices provided for in this Lease shall be sufficiently given if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to LESSOR at its authorized agent's address and the LESSEE at the Premises or to such other address as the parties may designate to each other in writing from time to time.

**ARTICLE 26
OWNERSHIP**

At the option of LESSOR this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or hereafter to be made upon the security thereof.

stirling

ARTICLE 27 RULES AND REGULATIONS	LESSEE agrees that LESSEE, LESSEE'S agents, employees and invitees, will comply fully with all rules and regulation which are part of this Lease and which are stated in Exhibit "B" attached hereto. LESSOR shall have the right to make such changes, additions or amendments to these rules and regulations as LESSOR shall deem necessary or desirable for the safety, efficiency, care and cleanliness of the Premises and Building, for the preservation of good order therein, for the regulation of parking facilities, or for regulating the activities of tenants. Such rules and regulations and all changes or additions thereto shall be in writing furnished to LESSEE in accordance with the method of giving notice under this Lease; any changes, additions, or amendment thereto, shall become a part of this Lease, shall be binding on LESSEE, and LESSEE hereby agrees to abide by such Rules and Regulations and shall not cause the LESSOR to be in breach of any covenant or condition in any lease by any other tenant or lessee in the Building.
ARTICLE 28 USE OF PREMISES	LESSEE'S operation in this location is for the purpose of <u>general office use</u> and LESSEE intends to use said Premises therefore and for no other purpose.
ARTICLE 29 HEADINGS	The titles and headings in this Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease.
ARTICLE 30 SOLE CONTRACT AMENDMENTS	(1) This Lease constitutes the entire contract between the parties hereto with respect to the Premises and said Lease covers, merges and includes all agreements, oral or written between the parties hereto and made in connection herewith, whether the same be made prior to, or contemporaneously with the execution hereof. (2) This Lease cannot be modified or changed by any verbal statement, promise or agreement by whosoever made, and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing.
ARTICLE 31 SEVERABILITY	In the event any provision of this Lease be found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provision shall be either modified to conform to law or considered severable, with the remaining provisions hereof continuing in full force and effect.
ARTICLE 32 SUCCESSORS AND ASSIGNS	All the covenants, agreements and conditions herein contained shall insure to the benefit of, and be binding upon, the respective successors, heirs, executors, administrators, assigns, receivers or other personal representatives of the parties to this Lease, subject to the provisions of Article 9, Assignment Sub-Letting.
ARTICLE 33 LESSOR'S CONSTRUCTION	(See Exhibit "A".)
ARTICLE 34 OFFSET STATEMENT	Within ten (10) days after request therefore by LESSOR, or in the event that upon any sale, assignment or hypothecation of the leased Premises and/or the land thereunder by LESSOR an offset statement shall be required from LESSEE, LESSEE agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser or the LESSOR certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LESSEE.
ARTICLE 35 ATTORNMEN T	LESSEE shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the LESSOR covering the leased Premises attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LESSOR under this Lease.
ARTICLE 36 LANDLORD'S COVENANT	Upon payment by LESSEE of the rents provided, and upon the observance and performance of all the conditions on LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the leased Premises for the term hereby demised without hindrance or interrupting by LESSOR or any other person or persons lawfully or equitably claiming by, through or under LESSOR, subject, nevertheless, to the terms and conditions of this Lease.
ARTICLE 37 ACCORD AND SATISFACTION	No payment by LESSEE or receipt by LESSOR of a lesser amount than the monthly rent stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsements or statement on any check or any letter accompanying any check or payments as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy in this Lease provided.
ARTICLE 38 POSTING	During the period of two (2) months prior to the expiration of this Lease or any renewal thereof, LESSOR shall have the right to display on the exterior of the Premises but not in any window or doorway thereof, the customary sign "For Rent", and that during such period LESSOR may show the Premises and all parts thereof to prospective lessees between the hours of 10:00 a.m. and 5:00 p.m. on any day except weekends and any legal holiday on which LESSEE shall not conduct business.
ARTICLE 39 RECORDING	LESSEE shall not record this Lease without the written consent of LESSOR, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased Premises and the term of this Lease and shall incorporate this Lease by reference. LESSEE shall record this Lease or said short form at the request of LESSOR and shall pay the cost of recording same.
ARTICLE 40 EXCULPATION	Anything herein to the contrary notwithstanding and without in any way limiting or reducing any other indemnity or waiver of LESSOR liability otherwise provided for, LESSEE agrees that there shall be no

stirling

personal liability of any kind or character on the part of the LESSORS individually or collectively with respect to any of the terms, covenants, conditions or provisions of this Lease and LESSEE shall look solely to the equity of LESSOR, its heirs and assigns, in the land and building of the office building project of which the demised premises form a part for the satisfaction of each and every remedy of LESSEE or liability of LESSOR arising out of any breach by LESSOR or otherwise and such exculpation of personal liability of LESSOR and its principals is absolute and without exception.

**ARTICLE 41
RELOCATION
OF LESSEE**

At any time hereafter, LESSOR may change and relocate the demised premises to another area in the Building (herein referred to as "the new premises") providing:

- (1) All reasonable efforts shall be made to ensure that the new premises shall be the same or nearly the same square footage.
- (2) LESSOR shall pay the reasonable costs of moving LESSEE from the demised premises to the new premises and for improving the new premises to substantially the condition of the demised premises.
- (3) Such move shall be made during evenings, weekends, or otherwise so as incur the least inconvenience to LESSEE.
- (4) LESSOR shall first give LESSEE at least sixty (60) days notice before making such change. LESSEE shall cooperate with LESSOR in all reasonable ways to permit the necessary action to make the changes including, by way of example only, designating locations for furniture and equipment, supervise the moving of files or fragile equipment, designating the location of telephone outlets, and listing colors of paint and of flooring if required hereunder.

**ARTICLE 42
USURY
LIMITATIONS**

In the event that any interest rate quoted in this lease is prohibited by State or Federal usury limitations imposed presently or in the future, then the interest rate or rates so prohibited shall be automatically reduced to the maximum allowed by the limiting statute, law, or regulation.

**ARTICLE 43
LIABILITY
INSURANCE**

- (1) LESSEE, at its own cost and expense, shall procure and keep in force during the term of this Lease a policy of comprehensive hazard and public liability insurance with limits of not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS to any person, ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS as to property damage issued by an insurance carrier permitted to do business in the State of Alabama, insuring the Lessor and the Lessee as their interests may appear. LESSEE shall provide LESSOR a certificate evidencing such insurance and a copy of said policy on or before the anniversary date of such policy of insurance.
- (2) LESSEE shall not do or suffer anything to be done whereby the Land and Building of which the Premises are a part may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages, or any other liens and shall, whenever and as often as any such liens are filed against the said Land and Building purporting to be for labor or material furnished or to be furnished to the LESSEE discharge the same of record within thirty (30) days after the date of filing by payment, bonding, or otherwise, as provided by law. LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for LESSOR, at the LESSEE'S sole cost and expense, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save LESSOR harmless from any liability, claim or damages resulting therefrom. In the event of default of the LESSEE procuring the discharge, as aforesaid, of any such lien, LESSOR may, without further notice, procure the discharge thereof by bonding or payment or otherwise and all costs and expenses to which LESSOR may be put in obtaining such discharge shall be paid by LESSEE as additional rent within ten (10) days after notice from LESSOR of the amount due.
- (3) It is understood and agreed that all covenants and obligations of LESSOR contained in this Lease shall be binding upon LESSOR and LESSOR'S successors and assigns only with respect to breaches occurring during LESSOR and LESSOR'S successors' and assigns respective ownership of LESSOR'S interest hereunder. Further, LESSEE specifically agrees to look solely to LESSOR'S then equity interest in the Land and Building of which the Premises are a part for recovery of any judgment from LESSOR, it being specifically agreed that neither LESSOR (original or successor), nor any beneficiary, trustee, or partner of any entity holding LESSOR'S interest, shall be personally liable for any such judgment or for the payment of any monetary obligation to LESSEE. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that LESSEE might otherwise have to obtain injunctive relief from LESSOR or LESSOR'S successors in interest, for any action not involving the personal liability of LESSOR (original or successor) to respond in monetary damages from LESSOR'S assets other than LESSOR'S equity interest in such Land and Building. In no event shall LESSOR ever be liable to LESSEE for any indirect, special, or consequential damages suffered by LESSEE from whatever cause.

**ARTICLE 44
HOLDING
OVER**

SHOULD LESSEE continue in possession of the new Premises after termination of this Lease, either with or without LESSOR'S consent, then in the absence of written agreement to the contrary, such holding over shall be construed as a tenancy from month to month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to one hundred twenty-five percent (125%) of the monthly rental specified in ARTICLE IV hereof; but nothing in this Article shall be construed as consent by LESSOR to any holding over or as a waiver of any rights of LESSOR otherwise provided for herein.

**ARTICLE 45
SOLELY FOR
BENEFIT OF
PARTIES**

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of LESSOR and LESSEE, their successors and assigns, including without limitation, with respect to LESSOR, any mortgages of LESSOR, and that all rights of action for any breach of any covenant herein contained are reserved to such parties, and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, or revoke or rescind this Lease or any covenant herein contained in writing and at any time

stirling

EXECUTED AND AGREED TO in multiple original counterparts on the date(s) set out in the respective acknowledgments below, but as of the date above first set out.

ATTEST:

Dobson Management, LLC, LESSOR

BY:

AS ITS:

[Handwritten Signature]

Member

ATTEST:

Jennifer Starling, LMFT dba Horizon Point Therapy Group, LLC, an Alabama limited liability company, LESSEE

signed by:

10/14/2025

BY:

AS ITS:

Jennifer Starling

07BC8D987CC048C
Jennifer Starling



EXHIBIT "A"
Page 1 of 2

LESSEE accepts the Premises in "as is" condition.

LESSEE shall reimburse LESSOR for the cost of their suite sign and exterior signage.

LESSOR shall pay for utilities, including a bronze package for internet service, and maintenance of the HVAC system. LESSEE will make LESSEE's own arrangements for the supply and payment of telephone and computer hook-up and any additional services required. LESSOR has contracted with B@kerBytes to provide for any phone or computer hookups in our network infrastructure. LESSOR may, with notice to LESSEE, or without notice in case of an emergency, cut off and discontinue water, electricity, and any and all utilities whenever such discontinuation is necessary in order to make repairs or alterations. No such action by LESSOR shall be construed as an eviction, disturbance of possession or as an election by LESSOR to terminate this Lease, not shall LESSOR in any way be responsible or liable for such action.

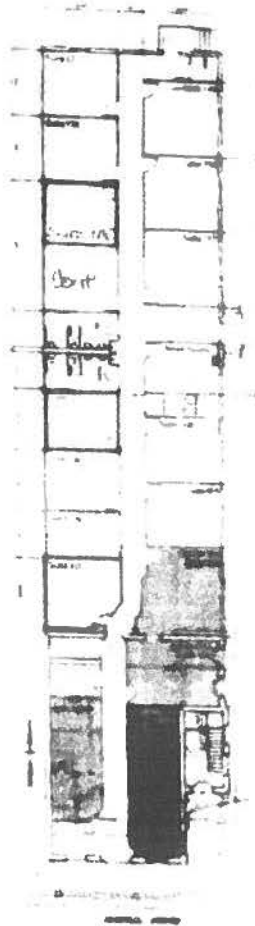
LESSOR will make available use of the bronze package system to LESSEE on the same basis as it is made available to other tenants. It will be a secure and private, wired and wireless network with 25 mgbs of internet speed. Additional packages of phone and internet services are available upon request. (Silver package would boost internet speeds to 50 mgbs and include a cloud-based phone; gold package would increase internet speeds to 100 mgbs, include a cloud-based phone, and B@kerBytes remote support.)

A handwritten signature in black ink, appearing to be "JS".

Initial
JS

stirling

EXHIBIT "A"
Page 2 of 2




Initial
JS

stirling

EXHIBIT "B"

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the Leased Premises and for going from one to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by him, and Building shall not in any case be responsible therefore.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Building. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the building maintenance personnel, nor shall any part be defaced by tenants.
4. Building Owner shall have the power to prescribe the weight and position of iron safes or other heavy equipment. To distribute the weight of the equipment, Building may require that it stand on supporting devices approved by Lessor. All damage done to the Building by taking in or putting out any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
5. A tenant shall notify the building manager when safes or other heavy equipment (not to exceed the load limit of elevators) are to be taken in or out of the Building, and the moving shall be done under the supervision of the building manager, after written permit from Building. Persons employed to move such property shall be acceptable to Building.
6. Corridor doors, when not in use, shall be kept closed.
7. No furniture or bulky material of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the time specified by Building.
8. Each tenant shall cooperate with Building's employees in keeping Leased Premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning without prior approval of the Building. Building shall be in no way responsible to tenants, their agents, employees, or invites, for any loss of property from the Leased Premises or for any damage to property thereon, from whatsoever cause.
9. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any Leased Premises, except by persons appointed or approved in writing by Building.
10. Should a tenant require telegraphic, telephonic, annunciator or other communication service, Building will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed, and none shall be introduced or placed except as Building shall direct. Electric current shall not be used for heating without Building's prior written permission.
11. Building Owner or its Agent shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary. During the last 60 days of the term, Lessor may exhibit the premises to prospective new tenants.
12. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.
13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the Building.
14. Building Owner reserves the right to require whatever measures necessary to insure the security of the Building, including, but not limited to, the registering of persons who enter the Building after normal office hours.
15. No draperies, shutters, or other window covering shall be installed on exterior windows or walls and doors facing public corridors or walkways without Building Owner's prior written approval. Building shall have the right to require installation and continued use of uniform window covering for such windows.
16. Building Owner reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invites, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein described.


Initial
JS



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Board of Adjustments & Appeals applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Jennifer Starling, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Board of Adjustments & Appeals.

Jennifer Starling
Signature of Applicant or Authorized Agent

11/10/25
Date of Application



Zoning Compliance Certificate

Businesses located within city limits require ZCC approval. Requests must be emailed to: planning@fairhopeal.gov with "Zoning Compliance Certificate" in the subject line or mailed to **Planning & Zoning Department, PO Box 429, Fairhope, Alabama 36533.**

APPLICANT INFORMATION:

Jennifer Starling	Dobson Management LLC
Business Owner/Officer Name	Property Owner Name (if different from Business)
jstarling.counseling@gmail.com	mike@311magnolia.com
Email	Email
251-298-7819	(251) 929-1978
Phone	Phone
Horizon Point Therapy Group	
Business Name	
311 Magnolia Avenue Fairhope, AL 36532	
Business Location (Street, City, State, Zip)	

DESCRIPTION OF BUSINESS: (i.e. restaurant, home office for online sales, automotive repair, hours of operation etc.)

Horizon Point Therapy Group is a counseling practice providing individual, couples, and family therapy services. Clients will be seen both in person at the office and via secure telehealth sessions. Services will focus on mental health counseling, relationship issues, and emotional well-being—consistent with the scope of practice for a licensed Marriage and Family Therapist in the State of Alabama.

Is the proposed business a Home Occupation or Commercial Business? (check one):

Home Occupation Commercial Business
(See Article III Section D.5 for requirements)

If commercial, is the proposed business located in a multi-tenant building? Yes No

Please note: If the business location is a multi-tenant building, a floor plan may be required for review and should be provided with this application if already available.

ACKNOWLEDGEMENT:

By signing below, the Applicant / Owner hereby attests that all information provided in this application and any accompanying plans or documentation is true and correct to the best of their knowledge and understand that any omissions, misrepresentations, or inaccuracies may result in the rejection or delay of this application.

Signature: Jennifer Starling Date: 11.6.25

For more information: www.fairhopeal.gov | planning@fairhopeal.gov | 251.928.8003
 Visit our offices: 451 Pecan Avenue, Ste. 200, Fairhope, AL 36532
 Monday – Friday: 7 am – 4 pm

PLANNING DEPARTMENT: *(This section for internal use ONLY)*

Case Number

Complete Date

Planning Representative

Approved

Denied

Staff Comments / Conditions: