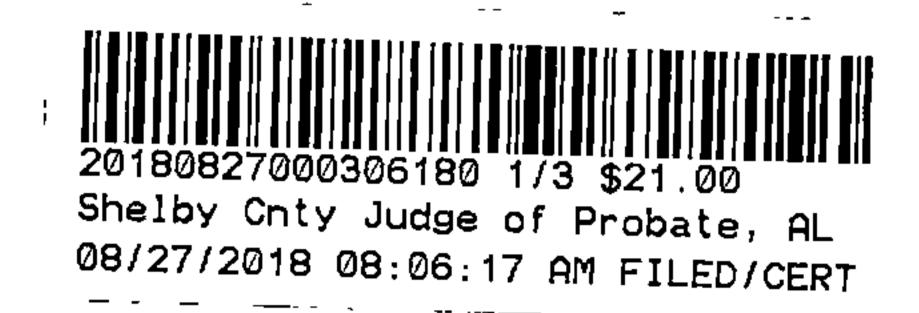
STATE OF ALABAMA	)
	•
COUNTY OF SHELBY	)



## PARTIAL WAIVER OF REPURCHASE OPTION AND SALES PARTICIPATION OPTION

THIS PARTIAL WAIVER OF REPURCHASE OPTION AND SALES PARTICIPATION OPTION (this "Partial Waiver") is executed and delivered as of the 15 day of 1000 day by and between BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Grantor"), and Joseph & Stephanic (over ("Grantee").

## RECITALS:

Pursuant to Statutory Warranty Deed dated as of <u>December</u>, 20<u>17</u> (the "<u>Deed</u>"), which has been recorded as Instrument No. <u>2017/207000</u> in the Office of the Judge of Probate of Shelby County, Alabama, Grantor transferred and conveyed to <u>Jason + Stephanielove</u> ("<u>Owner</u>") certain real property (the "<u>Property</u>") situated in Shelby County, Alabama which is more particularly described in the Deed.

As referenced in the Deed, the Property is subject to all of the terms and provisions of that certain Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017 and recorded as Instrument No. 20171204000433480 in the Office of the Judge of Probate of Shelby County, Alabama, as the same has been amended and may hereafter be amended from time to time (which, together with all amendments thereto, is hereinafter referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

As provided in the Deed and the Declaration, the Property is subject to the Repurchase Option and the Sales Participation Option, as such terms are defined in the Declaration.

Owner desires to transfer, sell and convey the Property to Grantee subject to all of the terms and provisions set forth in the Declaration.

In connection with the sale of the Property by Owner to Grantee, Grantor has agreed to waive the Repurchase Option and the Sales Participation Option with respect to the transfer and conveyance of the Property by Owner to Grantee and Grantee has agreed that the Repurchase Option and the Sales Participation Option will continue to apply to any subsequent transfer or sale of the Property by Grantee.

NOW, THEREFORE, in consideration of premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby acknowledge and agree as follows:

- 1. <u>Consent to Transfer to Grantee</u>. Grantor does hereby acknowledge and consent to the sale of the Property by Owner to Grantee.
- 2. <u>Partial Waiver of Repurchase Option and Sales Participation Option</u>. Subject to the terms and provisions of <u>Paragraph 3</u> below, Grantor does hereby waive the Repurchase Option and the Sales Participation Option with respect to the transfer and sale of the Property by Owner to Grantee.
- Property. Notwithstanding anything provided in this Partial Waiver to the contrary, the Repurchase Option and the Sales Participation Option set forth in the Declaration shall continue to apply to any subsequent sale or transfer of the Property after the date hereof by Grantee. By execution hereof, Grantee acknowledges, agrees and consents to the terms and provisions hereof and does further acknowledge and agree that the Repurchase Option and the Sales Participation Option, as contained in the Declaration, shall continue to be applicable to the Property.
- 4. <u>Full Force and Effect</u>. Except for the partial waiver of the Repurchase Option and the Sales Participation Option with respect to the transfer of the Property by Owner to Grantee as provided in <u>Paragraph 2</u> above, the Repurchase Option and the Sales Participation Option shall continue to apply to the Property.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Partial Waiver to be executed as of the day and year first above written.

## **GRANTOR**

BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company

By: Mame: Sc

GRANTEE:

Its: 1/P

Printed Name:

Printed Name:

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STATE OF ALABAMA	)	20180827000306180 3/3 \$21.00 Shelby Cnty Judge of Probate, AL 08/27/2018 08:06:17 AM FILED/CERT
COUNTY OF SHELBY	)	
that Scott Konger of BLACKRIDGE PARTNERS foregoing instrument, and who i	whose national whose national whose national whose national with the same bears days and the same bears days are same bears days and the same bears days are same bear	ma limited liability company, is signed to the cknowledged before me on this day that, being as such officer and with full authority, executed
Given under my hand and	d official seal, thi	s the 15th day of August, 2018.
ENOTARIAL SEAL]		Notary Public My Commission Expires: 04-18-2020
STATE OF ALABAMA  Jeffeen County	) : )	LINDAS MAYO Notary Public, Alabama State At Large My Commission Expires April 18, 2020

I, the undersigned, a notary public in and for said county in said state, hereby certify that and state and state, hereby certify that the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17% day of  $\cancel{Pugwf}$ ,  $20\cancel{18}$ .

Leste

Notary Public

[NOTARIAL SEAL]

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

My commission expires: \_\_\_\_

My Commission Expires
March 22, 2022

SHERRY L SINGLETON
Notary Public
Alabama State at Large