



20240821000261250 1/5 \$3460.00
Shelby Cnty Judge of Probate, AL
08/21/2024 11:13:13 AM FILED/CERT

AFTER RECORDING, RETURN TO:
Vinson & Elkins L.L.P.
Attn: Hal Taylor
200 West 6th Street
Suite 2500
Austin, Texas 78701

MEMORANDUM OF LEASE AND RIGHT OF FIRST REFUSAL

This Memorandum of Lease and Right of First Refusal ("***Memorandum***") is executed as of January 12, 2024 (the "***Lease Commencement Date***"), between **FOWL PLAY, INC.**, an Alabama corporation ("***Landlord***"), and **CREDIT TO CTC AL LLC**, a Texas limited liability company ("***Tenant***").

RECITALS:

A. Landlord and Tenant are parties to a certain Lease Agreement (the "***Lease***") dated as of the Lease Commencement Date and particularly described in this Memorandum.

B. The parties have entered into this Memorandum for the purpose of recording this Memorandum in the real property records of Shelby County, Alabama.

AGREEMENTS:

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained in the Lease and herein, the parties agree and acknowledge that the Lease contains, among other things, the following provisions:

1. **Name and Address of Landlord:**

Fowl Play, Inc.
2908 Pump House Road
Suite 150
Mountain Brook, Alabama 35243

2. **Name and Address of Tenant:**

Credit to CTC AL LLC
4407 Bee Cave Road, Suite 212
Austin, Texas 78746
Attention: Drew Gressett

3. **Description of the Lease.** Lease Agreement between Landlord and Tenant dated as of the Lease Commencement Date, whose terms and conditions are incorporated herein by this reference.

4. **Description of the Premises.** The premises ("***Premises***") that are the subject of the Lease consists of the real property described in Exhibit A attached hereto and the building and all other improvements located thereon, all located at 110 Doug Baker Blvd, Birmingham, Alabama 35242.

5. **Term of Lease.** The initial term of the Lease commences on the Lease Commencement Date and expires on January 31, 2044, subject to extension and earlier termination as provided in the Lease. As provided in the Lease, Tenant has three (3) extension options of five (5) years each.

6. **Right of First Refusal.** The Lease includes, without limitation, the Landlord grant to Tenant of a right of first refusal to purchase the Premises, subject to and in accordance with the terms and conditions of the Lease.

7. **Release of Memorandum.** Following the expiration or earlier termination of the term of the Lease in accordance with the terms thereof, Tenant shall, within ten (10) business days after written request from Landlord, execute a release of this Memorandum or such other written acknowledgment of the expiration or termination of the Lease reasonably acceptable to Landlord and in recordable form.

8. **Binding Effect; Governing Law.** This Memorandum shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail. This Memorandum shall be governed by the laws of the State in which the Premises is located.

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IN WITNESS WHEREOF, the Landlord has executed this Memorandum as of the Lease Commencement Date.

LANDLORD:

FOWL PLAY, INC., an Alabama corporation

By: _____

Name: Russell H. Pate

Title: President

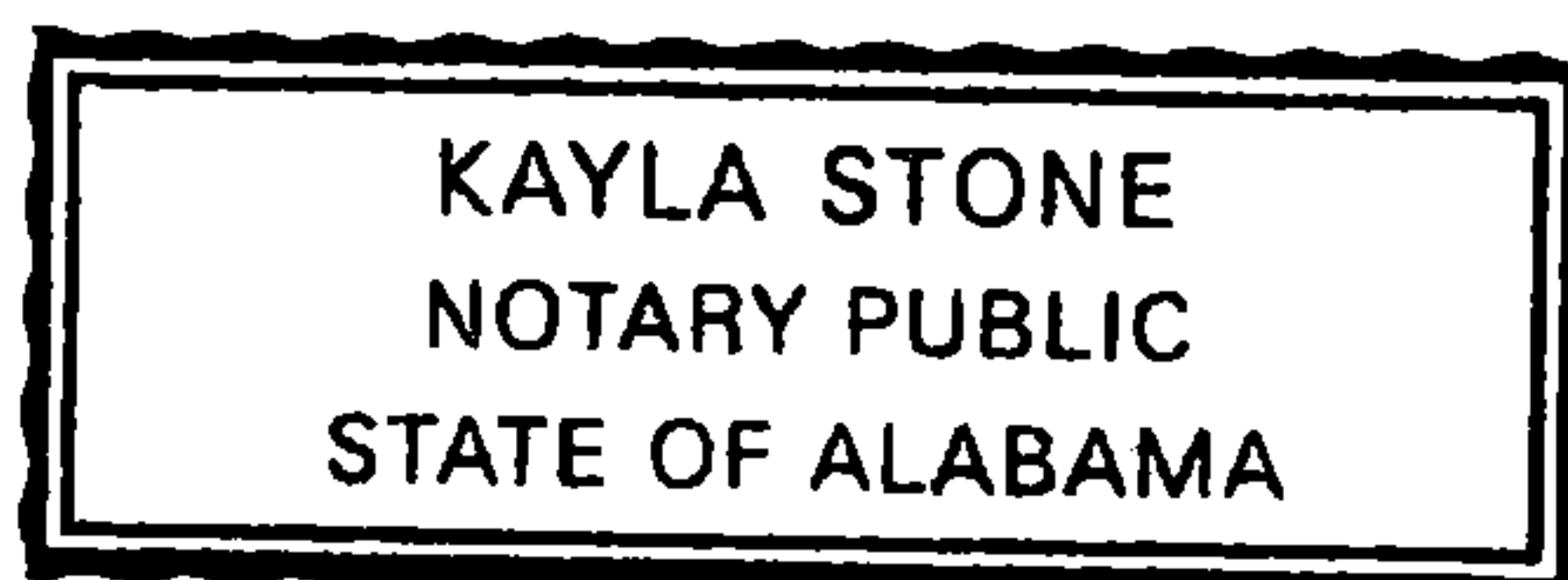
STATE OF ALABAMA

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COUNTY OF Jefferson

I, a notary public in and for said County in said State, hereby certify that Russell H. Pate whose name as President of FOWL PLAY, INC., an Alabama corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of June, 2024.



Kayla Stone
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/17/2028



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IN WITNESS WHEREOF, the Tenant has executed this Memorandum as of the Lease Commencement Date.

TENANT:

CREDIT TO CTC AL LLC, a Texas limited liability company

By: _____

Name: Drew Gressett

Title: Authorized Signatory

STATE OF TEXAS

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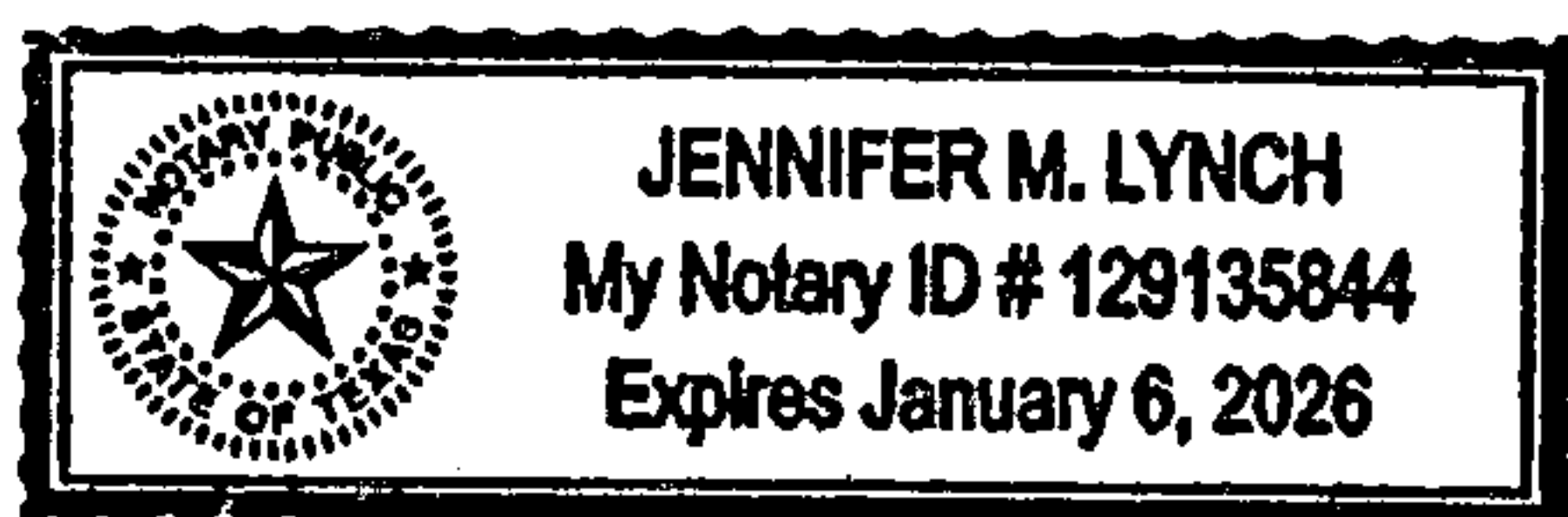
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COUNTY OF TRAVIS

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I, a notary public in and for said County in said State, hereby certify that Drew Gressett, whose name as Authorized Signatory of CREDIT TO CTC AL LLC, a Texas limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 8 day of July, 2024.



NOTARY PUBLIC
MY COMMISSION EXPIRES 1/6/26



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EXHIBIT A

Description of Premises

Parcel I:

Lot 4B, according to the re-subdivision of The Village at Lee Branch as recorded in Map Book 31, Page 130 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel II:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions as recorded in Inst. No. 20030701000412990 and amended in Inst. No. 20030827000569970 in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel III:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Declaration of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Inst. No. 20061025000527560, in the Office of the Judge of Probate of Shelby County, Alabama.