



20240821000261280 1/5 \$2593.50  
Shelby Cnty Judge of Probate, AL  
08/21/2024 11:13:16 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 HOLDINGS, LLC, an Alabama limited liability company ("***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 Holdings, LLC  
2908 Pump House Road  
Suite 150  
Mountain Brook, Alabama 35243

Shelby County, AL 08/21/2024  
State of Alabama  
Deed Tax: \$2559.50



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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 3734 Pelham Parkway, Pelham, Alabama 35124.

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.

*[Remainder of page left blank]*



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

**LANDLORD:**

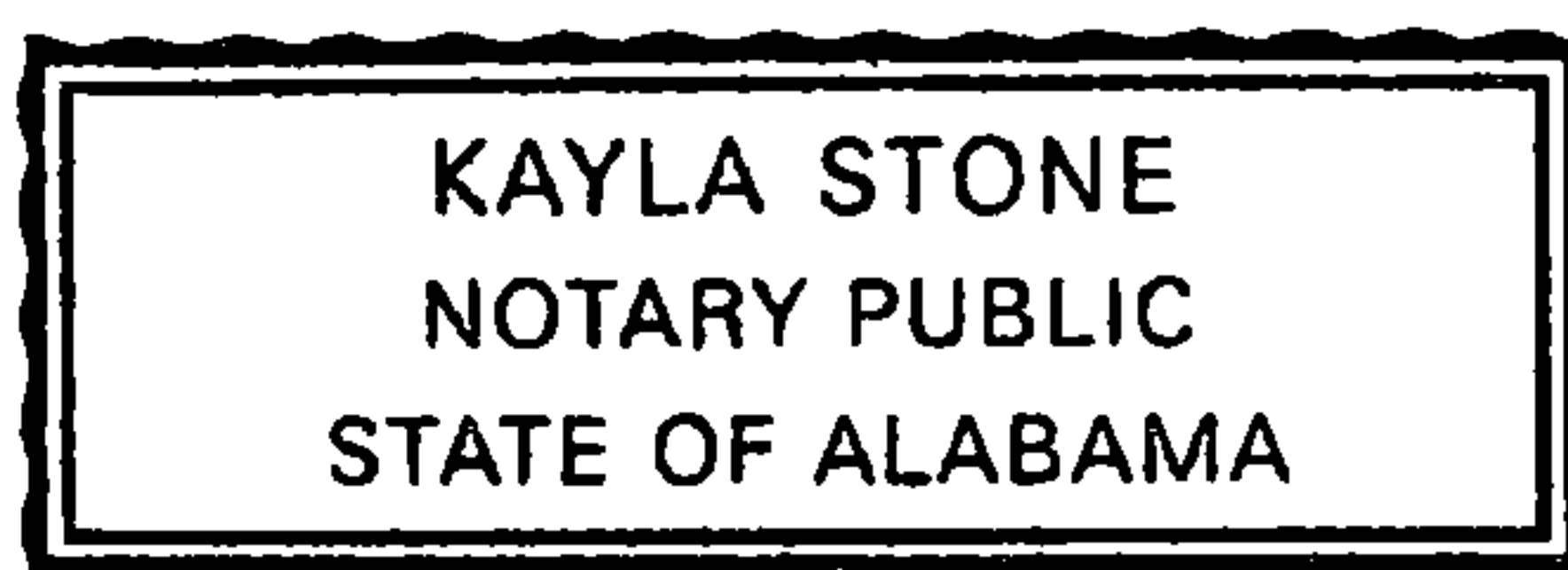
**FOWL PLAY HOLDINGS, LLC**, an Alabama limited liability company

By:   
Name: Russell H. Pate  
Title: Administrative Member

STATE OF ALABAMA           §  
   §  
COUNTY OF Jefferson   §

I, a notary public in and for said County in said State, hereby certify that Russell H. Pate whose name as Administrative Member of FOWL PLAY HOLDINGS, LLC, an Alabama 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 4<sup>th</sup> day of June, 2024.



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5/17/2026





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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

§

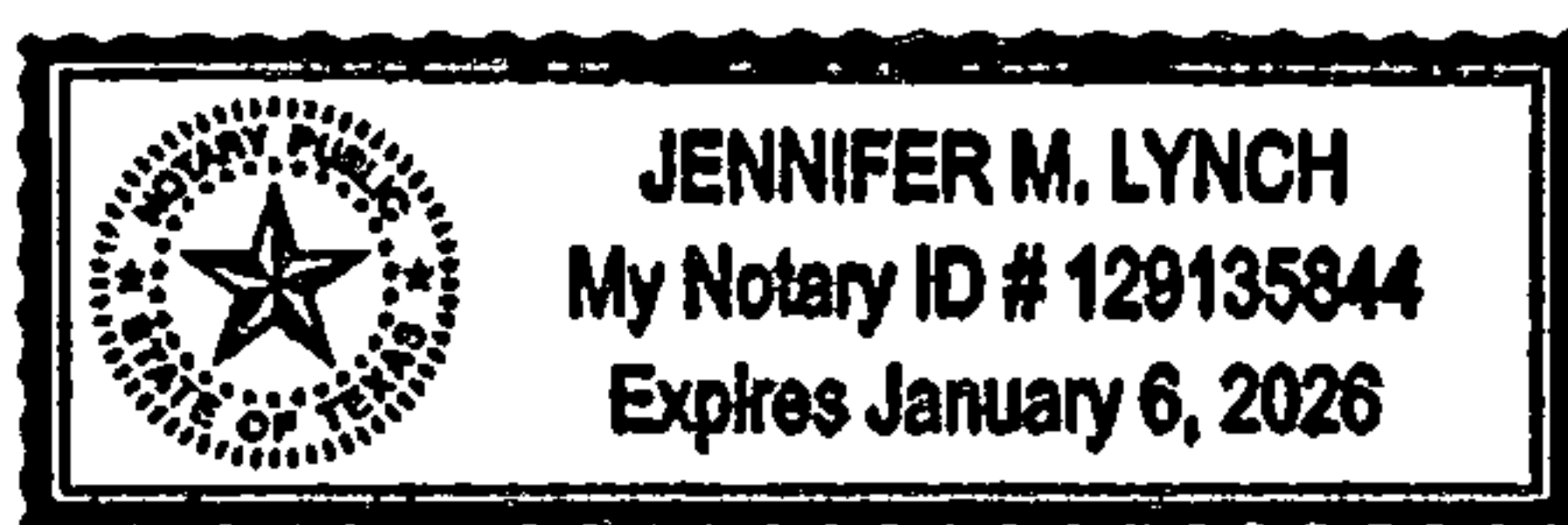
§

COUNTY OF TRAVIS

§

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 A, Lot 1, according to the Survey of Zaxby's, as recorded In Map Book 39, Page 143, In the Probate Office of Shelby County, Alabama.