

ONE TIME WAIVER OF RIGHT OF FIRST REFUSAL

This One Time Waiver of Right of First Refusal (this “**Waiver**”) is made and entered into as of the last date signed below (the “**Effective Date**”), by and between Credit to CTC AL, LLC, a Texas limited liability company (“**Tenant**”) and Valleydale Land Co., LLC, an Alabama limited liability company (“**Landlord**”).

1. Recitals.

(a) Landlord and Tenant are parties to an All Net Lease dated January 12, 2024 (the “**Lease**”) for certain premises known generally as 2636 Valleydale Road, Birmingham, Alabama 35244, as more particularly set forth in the Lease (the “**Premises**”). Pursuant to Section 36 of the Lease, Tenant has a right of first refusal to purchase the Premises in accordance with a bona fide contract entered into by Landlord and made subject to Tenant’s right of first refusal.

(b) Landlord has provided Tenant with a Transfer Notice notifying Tenant of a Proposed Transfer of the Premises to Tim Cloud (“**Cloud**”) or to any affiliated with, controlling, controlled by, or under common control with Tim Cloud (“**Cloud Entity**”).

(c) Tenant has advised Landlord that Tenant has no current interest in purchasing the Premises and that, accordingly, Tenant is willing to waive its right of first refusal to facilitate Landlord’s sale of the Premises to a Cloud Entity, subject to the terms and conditions set forth herein.

2. Agreement. In consideration of the Recitals, and with Tenant acknowledging that Landlord is relying on this Waiver in proceeding with a potential sale of the Premises to a Cloud Entity, receipt and sufficiency of which are acknowledged by Tenant and Landlord, Tenant agrees as follows, intending to and being legally bound:

(a) Waiver. If Landlord enters into a bona fide contract with a Cloud Entity that contemplates the closing of the sale of the Premises to a Cloud Entity during the Waiver Period, Tenant hereby waives its right of first refusal to purchase the Premises in accordance with the terms and conditions of such bona fide contract between Landlord and a Cloud Entity. During the Waiver Period, Tenant irrevocably agrees that Landlord has no obligation to deliver a copy of the purchase agreement between Landlord and a Cloud Entity, and that during the Waiver Period Landlord may sell and convey the Premises to a Cloud Entity upon the terms and conditions set forth in the Transfer Notice. Notwithstanding anything set forth herein to the contrary, Tenant does not waive and specifically reserves its right of first refusal with respect to any transfer of the Premises to a person or entity other than a Cloud Entity and any transfer of the Premises to Cloud Entity occurring after the end of the Waiver Period.

(b) Period. This Waiver shall be in effect until the earliest to occur of the following two dates (the period of time from the Effective Date until the earliest to occur of the following two dates shall be referred to herein as the “**Waiver Period**”): (i) the date on which the Premises are sold and conveyed to a Cloud Entity; or ninety (90) days from the expiration of the Offer Period, then any transfer, sale or assignment of the Property Interest by Landlord, other than a Permitted Transfer, shall again be subject to the right of first refusal set forth in Section 36 of the Lease.



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Shelby Cnty Judge of Probate, AL
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(c) Confirmation. Tenant agrees to and shall confirm this Waiver in any estoppel agreement, statement, certificate or letter that is to be provided to a Cloud Entity in connection with the purchase of the Premises during the Waiver Period, and the requirement to confirm this Waiver supplements the requirement for such a statement set forth in Exhibit G of the Lease.

(d) Authority. The persons signing this Waiver on behalf of Tenant and Landlord represent and warrant that they are duly authorized to sign this Waiver and to bind Tenant and Landlord, respectively.

3. Ratification; Conflict. Landlord and Tenant ratify and affirm the Lease. Except as provided herein, the terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Waiver and the Lease, the terms of this Waiver will control.

4. Counterparts, Execution and Delivery. Tenant and Landlord agree that (a) this Waiver may be executed in counterparts, (b) this Waiver shall be effective when signed and delivered by both parties, and (c) delivery of this Waiver may be by electronic means such as email/ pdf or by fax with the same effect as if delivered with original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the signatures of the parties on the dates set forth below.



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LANDLORD:

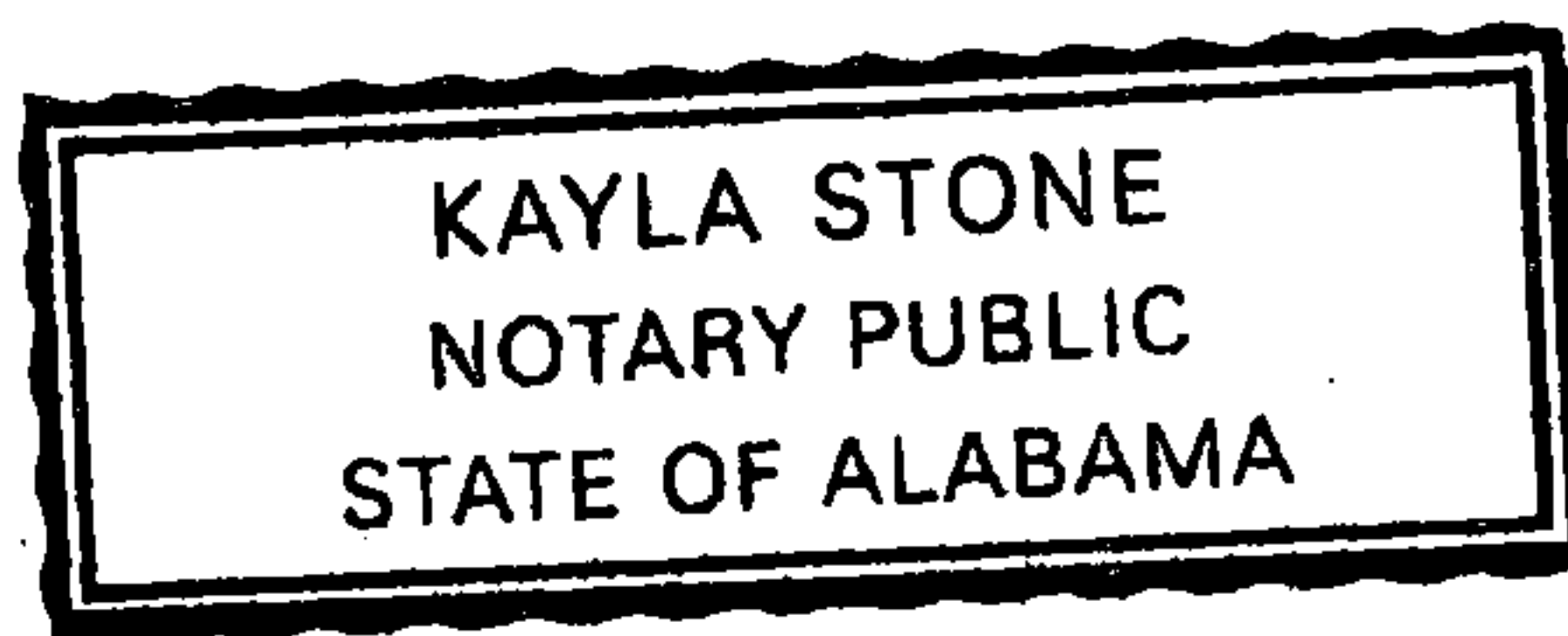
VALLEYDALE LAND CO., LLC, an Alabama
limited liability company

By: 
Name: Russell H. Pate
Title: Administrative Member
Date: 11-1-24

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, a notary public in and for said County in said State, hereby certify that Russell H. Pate, whose name as Administrative Member of VALLEYDALE LAND CO., 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 Member 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 1st day of November, 2024.




NOTARY PUBLIC
MY COMMISSION EXPIRES: 05/17/2028



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TENANT:

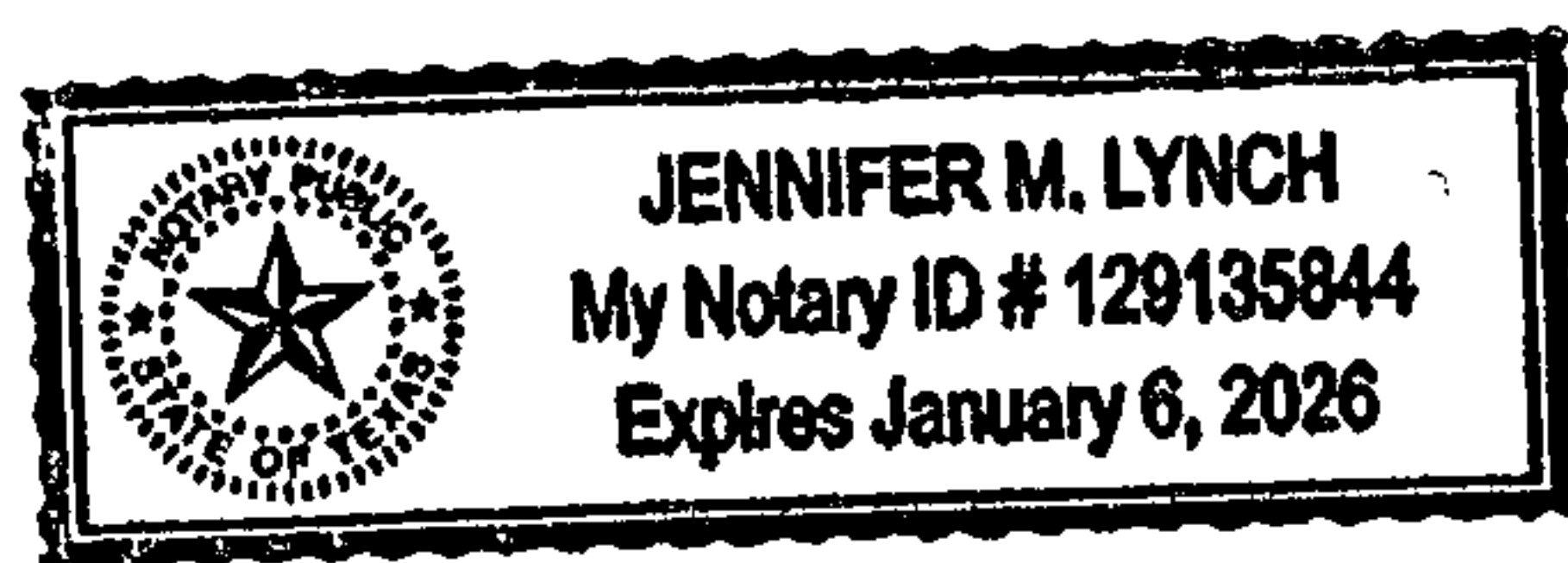
CREDIT TO CTC AL LLC, a Texas limited liability company

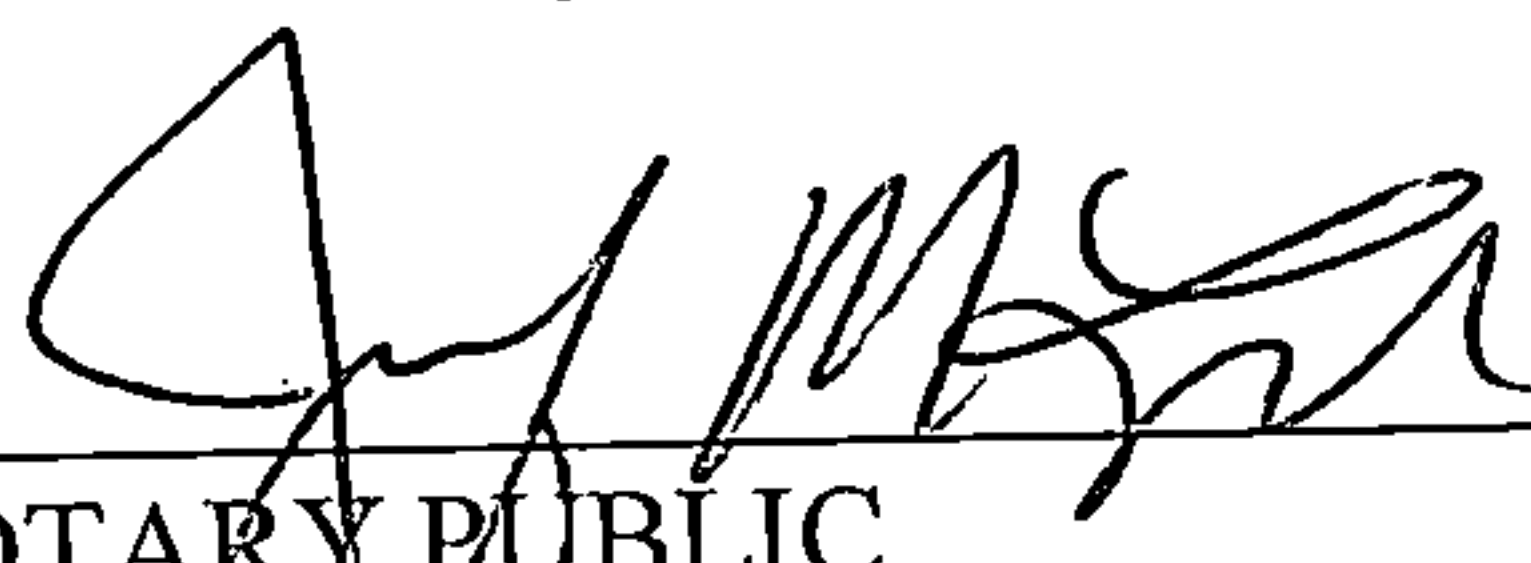
By: 
NAME: Drew Gressett
Title: CEO
Date: 11/1/24

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, the undersigned, a notary public in and for said County in said State, hereby certify that DREW GRESSETT, whose name as CEO 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 Member 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 1st day of November, 2024.




NOTARY PUBLIC
MY COMMISSION EXPIRES: 01/26/2026