

CONSENT AND WAIVER

THIS CONSENT AND WAIVER (this "Waiver") is made and entered into as of this 1st day of October, 2024, by City of Tomball, Texas ("COTT"), for the benefit of and on behalf of Tomball Little League ("Debtor"), and KS StateBank ("Creditor").

RECITALS

WHEREAS, COTT is the landlord of the premises described on Exhibit A annexed hereto (the "Premises"), upon which Debtor has erected certain improvements and placed certain personal property, all of which is described more particularly as:

Lighting Project for Baseball Field (hereinafter referred to as the "Collateral"); and

WHEREAS, pursuant to Equipment Finance Agreement dated October 1, 2024 (the "Agreement"), Creditor and any successor or assignee has agreed to provide Lease/purchase financing to Debtor in connection with the acquisition of the Collateral, and in connection therewith, Creditor and any successor or assignee will have a security interest in the Collateral; and

WHEREAS, Creditor and any successor or assignee requires COTT's consent and agreement as set forth herein as a condition to entering into the Lease with Debtor.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COTT hereby agrees as follows:

- 1. Consent.** COTT agrees that, at Creditor and any successor or assignee's option the Collateral may remain upon the Premises and Creditor and any successor or assignee may occupy the same for the purpose of preparing and processing the Collateral for sale, Lease or other disposition and for the purpose of conducting a sale of the Collateral on the Premises for a period of 90 days after (i) the exercise by Creditor and any successor or assignee of its right to the Collateral under the Lease, or (ii) the receipt by Creditor and any successor or assignee of written notice from COTT indicating that COTT has terminated Debtor's right to maintain the Collateral on the Premises and directing removal of the Collateral therefrom. Creditor and any successor or assignee's occupation of the Premises shall not result in Creditor and any successor or assignee incurring any other obligations of Debtor to COTT. If Creditor and any successor or assignee is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency proceeding involving Debtor, from enforcing its security interest in the Collateral, the ninety (90) day period shall commence upon termination of such prohibition.
- 2. Waiver.** COTT claims no interest in or lien upon any of the Collateral, and waives any lien, security interest or claim against Collateral, whether arising under the Lease, provided by applicable law or otherwise, and any and all right of levy, distraint or execution against the Collateral for rent or other sums due or to become due COTT. COTT waives any and all right require Creditor and any successor or assignee to marshal any property or assets of Debtor.
- 3. Personal Property.** COTT agrees that, as between COTT and Creditor and any successor or assignee, the Collateral shall remain personal property, notwithstanding the manner of attachment, and will not become part of the Premises.
- 4. Right of Entry.** Creditor and any successor or assignee may enter the Premises at any time to remove and/or dispose of the Collateral in the exercise of its rights and remedies against Debtor and the Collateral. Creditor and any successor or assignee agrees to repair any damage caused by Creditor and any successor or assignee's removal of the Collateral.
- 5. Notice of Default and Opportunity to Cure.** COTT agrees that in the event of any claimed breach or default by Debtor, or other event or circumstance, which would entitle COTT to terminate Debtor's occupation of the Premises, COTT shall notify Creditor and any successor or assignee of such claimed breach or default by certified mail, return receipt requested, or Federal Express or other reputable overnight courier, at the following address:

KS StateBank
Government Finance Department
P.O. Box 69
Manhattan, KS 66505-0069

Upon receipt of said notice, Creditor and any successor or assignee shall thereupon have 30 days to cure said default (but in no event shall Creditor and any successor or assignee be required to cure any such default); provided, however, in the event such default is not reasonable susceptible of being cured within 30 days, such 30 day cure period shall be extended as reasonable necessary to allow Creditor and any successor or assignee an opportunity to cure such default provided that Creditor and any successor or assignee has commenced such cure within said 30 day period and thereafter continues to diligently pursue such cure to completion.

6. Continued Effectiveness. The effectiveness of this Waiver and Creditor and any successor or assignee's rights hereunder shall not be affected by and shall extend to any amendment or modification of the Lease documents, including, without limitation, any change in the manner or time of payment, any renewal or extension of the term thereof, or any increase in the indebtedness due thereunder.

7. Governing Law. This Waiver shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Texas, without regard to conflicts of law principles, shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by a writing signed by each of the parties hereto.

IN WITNESS WHEREOF, COTT has caused this Waiver to be made executed and delivered the day and year first above written for the benefit of Debtor and Creditor and any successor or assignee.

City of Tomball, Texas

Signature of President or Owner

Printed Name and Title