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06/06/2022 03:19:41 PM  
GRLEASE 1/6

Return to:  
Von Crook  
First National Financial Title Services, LLC  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
770-916-4347  
File No. AL252101046V

This instrument was prepared by and return to:  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349  
Attn: Elvin Sutton, Esq.  
Inverness FSU (#04909)

Consideration: \$1,713,500.00

### **SHORT FORM LEASE**

THIS SHORT FORM LEASE (this "**Short Form Lease**") is entered into as of this 18th day of May, 2022, by and between RESOURCE HOLDINGS, LLC, an Alabama limited liability company ("**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

#### **RECITALS:**

A. Landlord and Tenant have entered into a Ground Lease dated May 18, 2022 (as subsequently amended, the "**Lease**").

B. Landlord and Tenant desire to file this Short Form Lease to provide record notice of the Lease and its terms and conditions during Tenant's tenancy under the Lease (including any extensions thereof).

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Demised Premises.** Effective as of the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of this Lease, the parcel of land (the "**Land**") and all improvements on the Land, consisting of approximately 1.94 acres located in Shelby County, Birmingham, Alabama, described on Exhibit A, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "**Demised Premises**").

2. **Term.** The term of the Lease will commence on the Commencement Date (as that term is defined in the Lease) and will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for eight (8) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Commencement Date and the Rent Commencement Date and providing notice of extension periods added to the Lease.

3. **Incorporation of Lease.** The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

5. Utility Easements. Tenant will have the right to enter into reasonable agreements with utility suppliers creating easements in favor of the suppliers, including, without limitation, gas, electricity, telephone, cable, internet, water and sewer, as are required in order to service the building and improvements on the Land. Landlord covenants and agrees to execute commercially reasonable easement agreements and to take all other actions reasonably required in order to effectuate the same, the reasonable costs and expenses of which will be Tenant's responsibility.

6. Tenant's Right of First Offer. If Landlord intends to offer the Demised Premises for sale solely as a standalone parcel (but not as part of the sale of additional parcels) to an unaffiliated third party or if Landlord receives an offer from an unaffiliated third party to purchase the Demised Premises as a standalone parcel on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Demised Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the price (the "**Offering Amount**"), payment terms, conditions of title, costs of escrow and other relevant terms, together with a current payoff letter from any mortgagee of the Demised Premises evidencing such Holder's agreement to release its mortgage upon payment of the release price. Tenant will have ten (10) business days after receipt of the notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the right to purchase, the closing will occur within thirty (30) days after the date of Tenant's notice. If Tenant does not elect to accept the offer or fails to provide notice within the 10-business day period, Landlord may offer to sell the Demised Premises to a third party on substantially the terms and conditions provided in Landlord's notice to Tenant. If Landlord does not complete the sale on substantially the terms in the notice to Tenant (for not less than ninety-five percent (95%) of the Offering Amount) in one hundred eighty (180) days from Tenant's rejection of the offer, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must again comply with the terms of this Section 6 and Tenant will again have the right of first offer in this Section 6. The right of first offer in this Section 6 will apply to any transfer by Landlord of any interest in Landlord or in any entity or entities owning a direct or indirect interest in Landlord or the Demised Premises for the purpose of circumventing Tenant's right of first offer. This Section 6 will not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Landlord's fee interest. Further, this Section 6 will not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of this Section 6 will be binding upon such purchaser and such purchaser's heirs, successors and assigns.

7. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver to Landlord an appropriate release and cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. The release and cancellation instrument will be executed in proper form for recordation in the official real estate records of the jurisdiction in which the Demised Premises is located.

8. Counterparts. This Short Form Lease may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

9. Notice. Notices under this Short Form Lease must be in writing and delivered (i) in person, (ii) by courier, or (iii) by reputable overnight courier guaranteeing next business day delivery, to the following addresses:

If to Landlord:

Resource Holdings, LLC  
100 Centerview Drive, Suite 152  
Birmingham, Alabama 35242  
ATTN: Jamie Walker

With a copy to Landlord's Counsel:

Dentons Sirote PC  
2311 Highland Avenue South  
Birmingham, Alabama 35205-2972  
ATTN: Steven A. Brickman, Esq.

If to Tenant:

Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349  
PHONE: (404) 765-8000  
ATTN: Legal Department – Real Estate (Site #4909)

**[SIGNATURES COMMENCE ON NEXT PAGE]**

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

**"LANDLORD"**

By: Donna M. Bruno  
Name: Donna M. Bruno  
Title: Manager

By: Elizabeth B. Folsom  
Name: Elizabeth B. Folsom  
Title: Manager

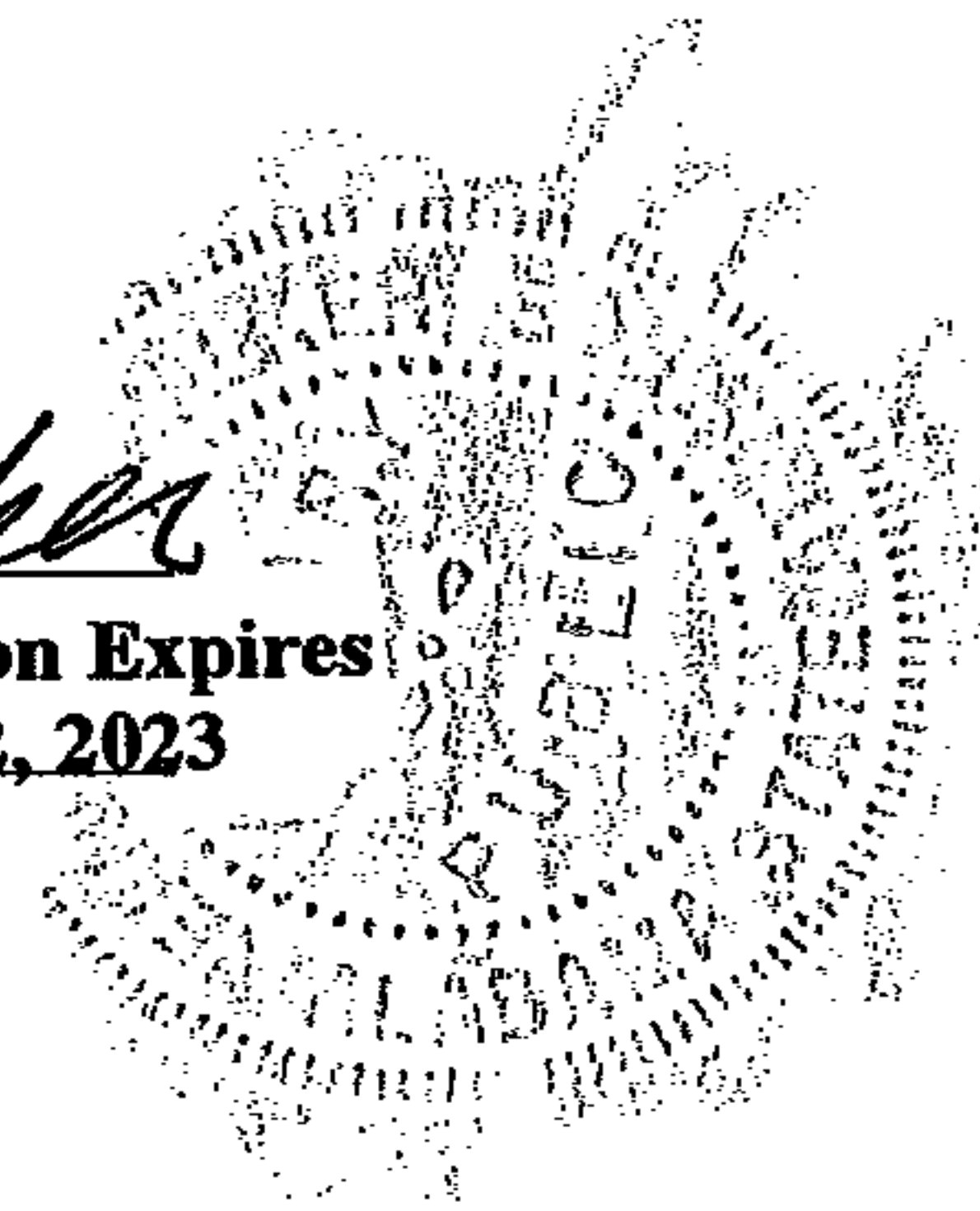
(CORPORATE SEAL)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Donna M. Bruno, whose name as the Manager of Resource Holdings, LLC, an Alabama limited liability company, is signed to the foregoing Short Form Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, she, as such Manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and seal, this 4<sup>th</sup> day of May, 2022.

Jeanette S. Walker  
Notary Public  
My Commission Expires: October 22, 2023



STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Elizabeth B. Folsom, whose name as the Manager of Resource Holdings, LLC, an Alabama limited liability company, is signed to the foregoing Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, she, as such Manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and seal, this 4<sup>th</sup> day of May, 2022.

Jeanette S. Walker  
Notary Public

**"TENANT"**

CHICK-FIL-A, INC., a Georgia corporation

By: *Ashanti Hunt*  
Name: Ashanti Hunt  
Title: Director

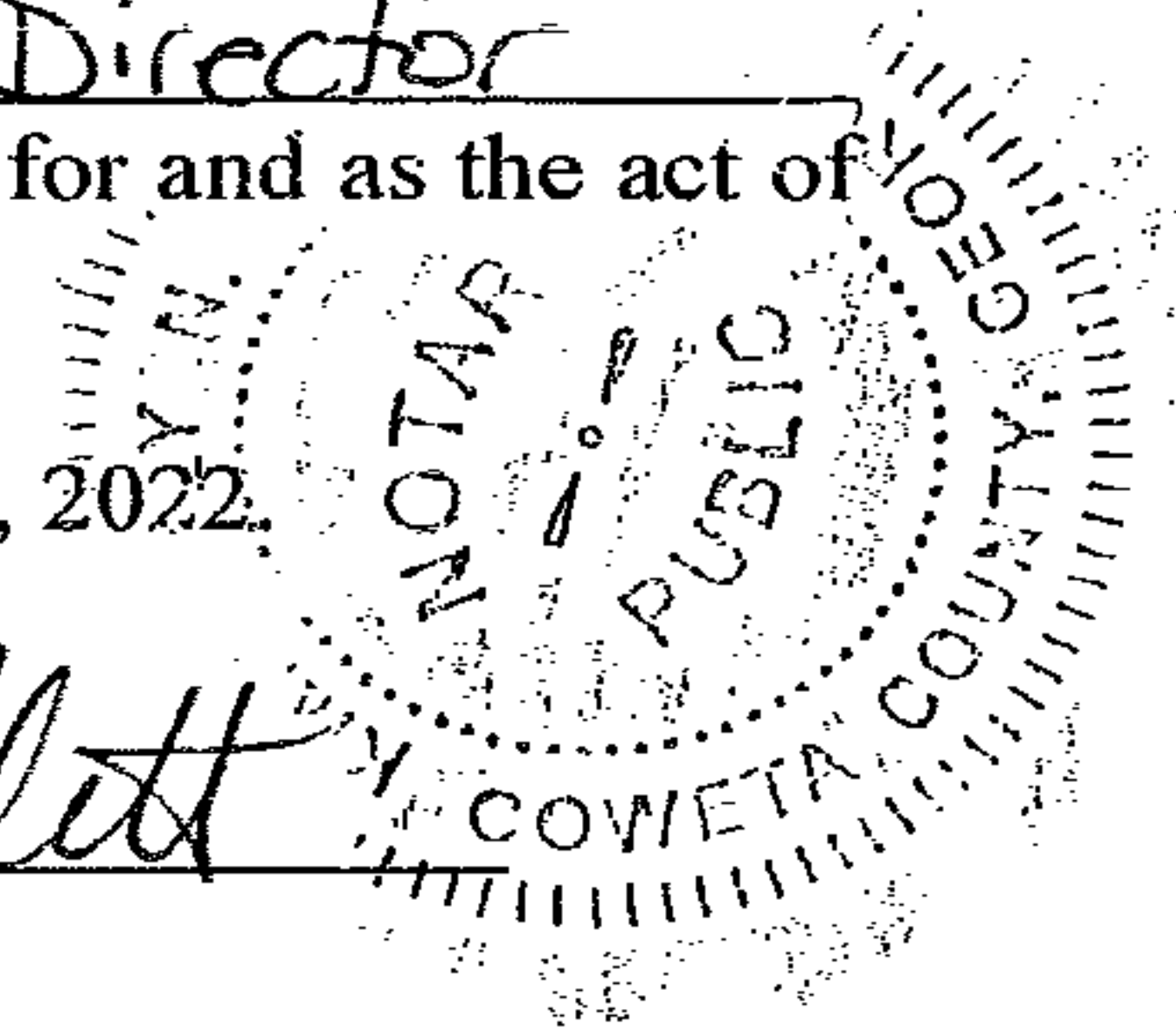
(CORPORATE SEAL)

STATE OF GEORGIA       )  
                                  )  
Fulton COUNTY        )

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Ashanti Hunt whose name as the Director of Chick-fil-A, Inc., a Georgia corporation, is signed to the foregoing Short Form Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, s/he, as such Director and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and seal, this 16 day of May, 2022.

*Kimberly N. Hullett*  
Notary Public  
My Commission Expires: \_\_\_\_\_

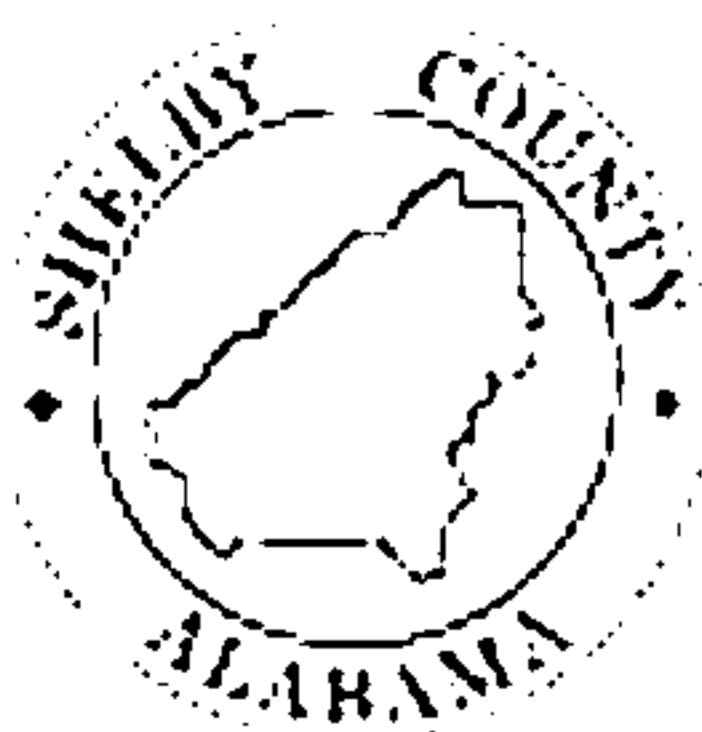


Kimberly N Hullett  
NOTARY PUBLIC  
Coweta County, GEORGIA  
My Commission Expires 11/06/2024

EXHIBIT A

DESCRIPTION OF LAND

Lot 1A, according to the survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/06/2022 03:19:41 PM  
\$1750.50 JOANN  
20220606000226840

*Allie S. Bayl*