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SUBAGREM 1/7

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 (#4909)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made and entered into this 18th day of May, 2022 ("**Effective Date**"), by and among Oakworth Capital Bank, an Alabama banking corporation ("**Lender**"), CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**"), and RESOURCE HOLDINGS, LLC, an Alabama limited liability company ("**Landlord**").

RECITALS:

A. Landlord has executed and delivered to Lender the following security instruments (collectively, the "**Security Documents**"):

- (i) Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement from Landlord to Lender dated November 7, 2019, recorded November 8, 2019 as Instrument No. 20191108000415210 in the Probate Records (the "**Records**") of Shelby County, Alabama, and conveying or encumbering the property known as Lot 1A, according to the map of Resource Center, as recorded in Map Book 24, Page 118, aforesaid records, and known as Lots 2A-1 and 2A-2, according to the map of Resource Center Resurvey No. 1, as recorded in Map Book 46, Page 89, aforesaid Records (the "**Property**");
- (ii) Assignment of Leases and Rents from Landlord to Lender dated November 7, 2019, recorded November 8, 2019 as Instrument No. 20191108000415220, in the foregoing Records; and
- (iii) UCC Financing Statement recorded November 12, 2019 as Instrument No. 20191112000418470, in the foregoing Records.

B. The Security Documents affect certain property including the land described on Exhibit A, which is owned by Landlord and leased to Tenant pursuant to the Ground Lease dated May 18, 2022 (as amended, the "**Ground Lease**").

C. The Demised Premises (as such term is defined in the Ground Lease) are a part of the Property conveyed or mortgaged to Lender pursuant to the Security Documents; and the parties desire to enter into this agreement with respect to the Security Documents and the Ground Lease.

In consideration of the premises and the mutual covenants set forth in this Agreement, Lender, Tenant and Landlord covenant and agree, intending to be legally bound, as follows:

1. **Subordination.** The Ground Lease is now and will remain subject and subordinate to the lien of the Security Documents and to the lien of any renewals, modifications, and replacements of the Security Documents, subject to the terms of this Agreement.

2. **Non-Disturbance.** Lender covenants and agrees that, as long as no default exists, and no event has occurred and has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease (each, a "**Successor Landlord**") to terminate the Ground Lease, (i) Lender will not terminate the Ground Lease, (ii) Lender will not interfere with Tenant's use, possession or enjoyment of the Demised Premises, and (iii) if Lender or any other person or entity becomes the owner of the Demised Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Demised Premises will be subject to the Ground Lease, and Successor Landlord will recognize Tenant as the tenant of the Demised Premises for the remainder of the term, including all renewal terms, in accordance with the provisions of the Lease. Lender agrees that it will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default of Landlord under the Security Documents.

3. **Attornment.** If the interests of the Landlord are transferred by any foreclosure or other proceeding for enforcement of the Security Documents, Tenant will be bound to the Successor Landlord with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease. Tenant will attorn to any such Successor Landlord as its Landlord under the Ground Lease. The attornment will be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease.

4. **Notice of Default by Landlord.** Tenant covenants and agrees to give Lender written notice simultaneously with the giving of any notice of default to the Landlord under the provisions of the Lease. Tenant agrees that Lender will have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under the Ground Lease by reason of such default. The notices to Lender will be delivered to:

Oakworth Capital Bank
850 Shades Creek Parkway, Suite 200
Birmingham, Alabama 35209
Attn: Traci Langston

or to such other address as the Lender designates to Tenant by giving written notice to Tenant at Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349, or to such other address as may be designated by written notice from Tenant to Lender. Notices will be given and will be effective in accordance with Section 25 of the Ground Lease.

5. **As to Landlord and Tenant.** As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Ground Lease.

6. **As to Landlord and Lender.** As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Security Documents.

7. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which the Property is located.

8. **Provisions Binding.** The terms and provisions of this Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Lender, Landlord and Tenant have executed this Agreement as of the day, month and year first written above.

“LENDER”:

OAKWORTH CAPITAL BANK,
an Alabama banking corporation

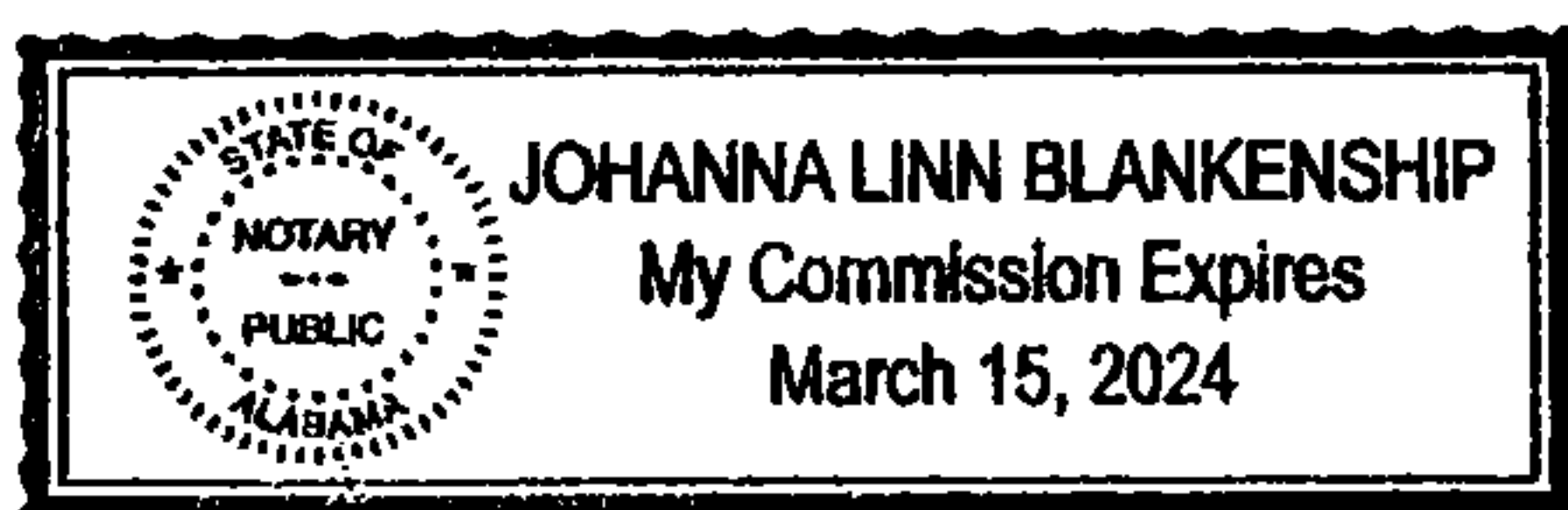
By: [Signature]
Name: Edward Elliott
Title: Client Advisor

(SEAL)

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward Elliott, whose name as Client Advisor of OAKWORTH CAPITAL BANK, an Alabama banking corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on the day the same bears date.

Given under my hand this 18th day of February, 2021.



[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: March 15, 2024

[SIGNATURES CONTINUED ON NEXT PAGE]

“TENANT”:

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

By: 
Name: Amy Rooks
Title: Executive Director

(CORPORATE SEAL)

STATE OF GEORGIA)
)
FULTON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Amy Rooks, whose name as Executive Director of CHICK-FIL-A, INC., a Georgia corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

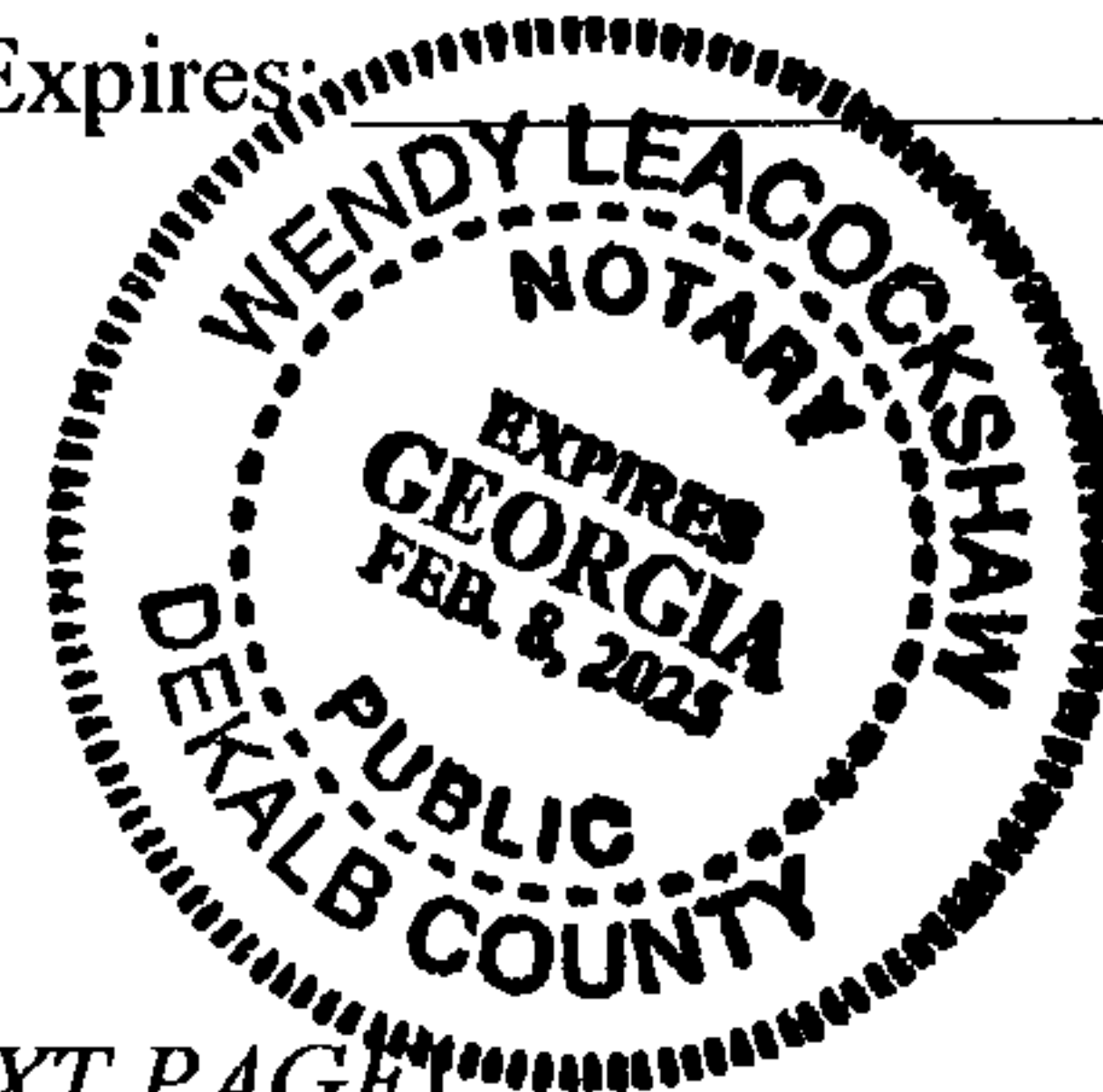
Given under my hand this 24th day of February, 2021.

Wendy Leacock Shaw

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]



[SIGNATURES CONTINUED ON NEXT PAGE]

"LANDLORD":

RESOURCE HOLDINGS, LLC,
an Alabama limited liability company

By: Donna Bruno
Name: DONNA BRUNO
Title: Managing Partner
(CORPORATE SEAL)

ALABAMA
STATE OF ~~GEORGIA~~)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DONNA BRUNO, whose name as MANAGING PARTNER of RESOURCE HOLDINGS, LLC, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this 23RD day of FEBRUARY, 2021.

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

[NOTARIAL SEAL]

Exhibit A

Demised Premises

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 03:19:42 PM
\$42.00 JOANN
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Allen S. Bayl