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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 prepared by:
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
Attn: Chris Cottrell, Esq.
Phone: (404) 765-8000
Inverness FSU (#04909)

Cross References: Partial Waiver of Restriction and Traffic Restriction Agreement recorded May 20, 2022 as Instrument Number 20220520000206800 and Memorandum of Lease recorded October 26, 2016 as Instrument Number 2016102600039350, Probate Court, Shelby County, Alabama.

**TERMINATION OF PARTIAL WAIVER OF RESTRICTION
AND TRAFFIC RESTRICTION AGREEMENT**

THIS TERMINATION OF PARTIAL WAIVER OF RESTRICTION AND TRAFFIC RESTRICTION AGREEMENT ("**Termination**") is executed and delivered effective as of July 12, 2022 ("**Effective Date**") by and between WHATABURGER RESTAURANTS LLC, a Texas limited liability company, successor-in-interest to WHATABURGER REAL ESTATE LLC pursuant to an Assignment of Lease dated effective as of July 30, 2019 ("**WBR**"), RESOURCE HOLDINGS, LLC, an Alabama limited liability company ("**RESOURCE HOLDINGS**"), and CHICK-FIL-A, INC., a Georgia corporation ("**CFA**").

RECITALS:

WHEREAS, WBR, RESOURCE HOLDINGS and CFA are parties to that certain Partial Waiver of Restriction and Traffic Restriction Agreement dated May 18, 2022, recorded May 20, 2022 as Instrument Number 20220520000206800 in the Probate Court of Shelby County, Alabama ("**Agreement**"), under which WBR agreed to waive the CFA Restriction on Lot 1A of the Restricted Property to allow RESOURCE HOLDINGS to lease Lot 1A to CFA in exchange for CFA's installation of certain Traffic Restrictions on Lot 1A;

WHEREAS, WBR, RESOURCE HOLDINGS and CFA hereby desire to terminate the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Agreement is hereby terminated.
2. This Termination may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

3. This Termination shall be recorded by CFA in the land records where the Restricted Property is located within fifteen (15) days of the date on which WBR and RESOURCE HOLDINGS have delivered fully executed signature pages (including all lender consents) to CFA or its designated agent, and a copy of the recorded and fully executed Termination shall be provided to all parties hereto within fifteen (15) days of such recording. All recording costs will be paid by CFA.

4. All capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have executed this Termination effective as of the Effective Date hereof.

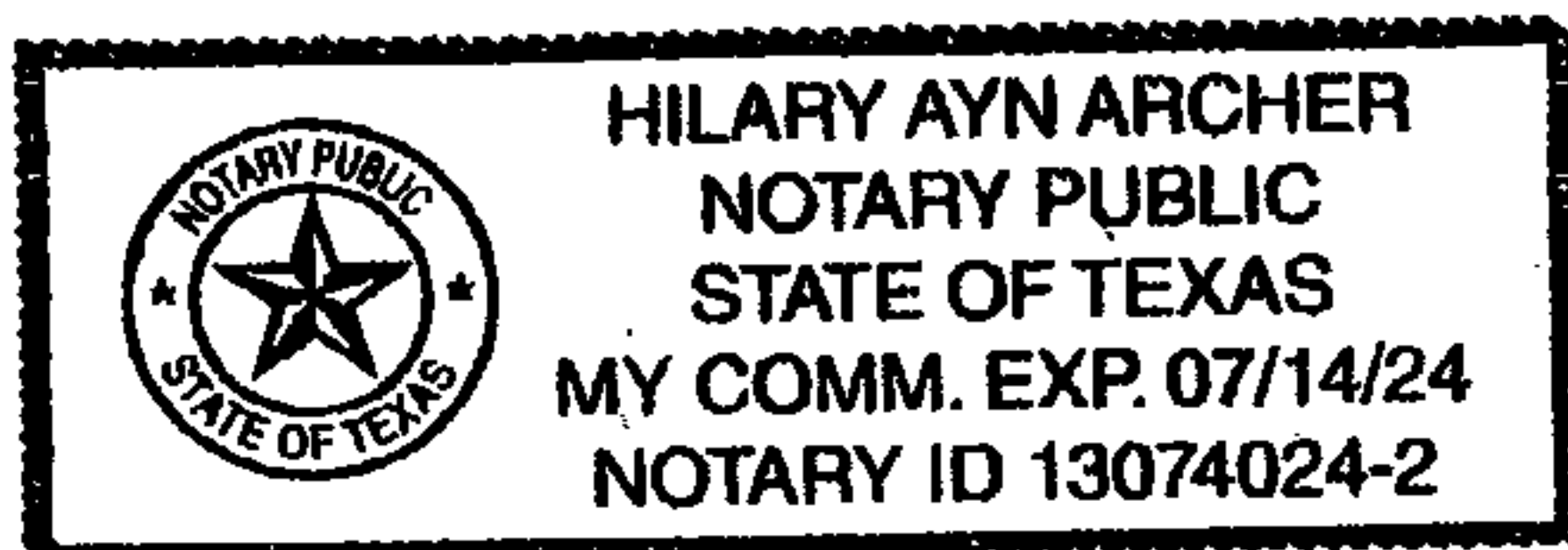
WHATABURGER RESTAURANTS LLC,
a Texas limited liability company

By: _____
Name: James G. Turcotte
Its: Executive Vice President and Chief Development Officer

STATE OF TEXAS)
)
COUNTY OF BEXAR)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James G. Turcotte, whose name as Executive Vice President and Chief Development Officer of Whataburger Restaurants LLC, a Texas limited liability company, is signed to the foregoing Termination of Partial Waiver of Restriction and Traffic Restriction Agreement 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 officer of the limited liability company and with full authority, executed the same voluntarily on the day same bears date for and as the act of said limited liability company.

GIVEN under my hand and seal, this 9th day of August, 2022.



[SEAL]

Notary Public
My Commission Expires: 7/14/24

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

RESOURCE HOLDINGS, LLC,
an Alabama limited liability company


By: Donna M. Bizuno
Name: DONNA M. BIZUNO
Its: MANAGING PARTNER

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DONNA M. BIZUNO whose name as MANAGING PARTNER of RESOURCE HOLDINGS, LLC, an Alabama limited liability company, is signed to the foregoing Termination of Partial Waiver of Restriction and Traffic Restriction Agreement 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 officer of the limited liability company and with full authority, executed the same voluntarily on the day same bears date for and as the act of said limited liability company.

GIVEN under my hand and seal, this 8TH day of August, 2022.

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



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

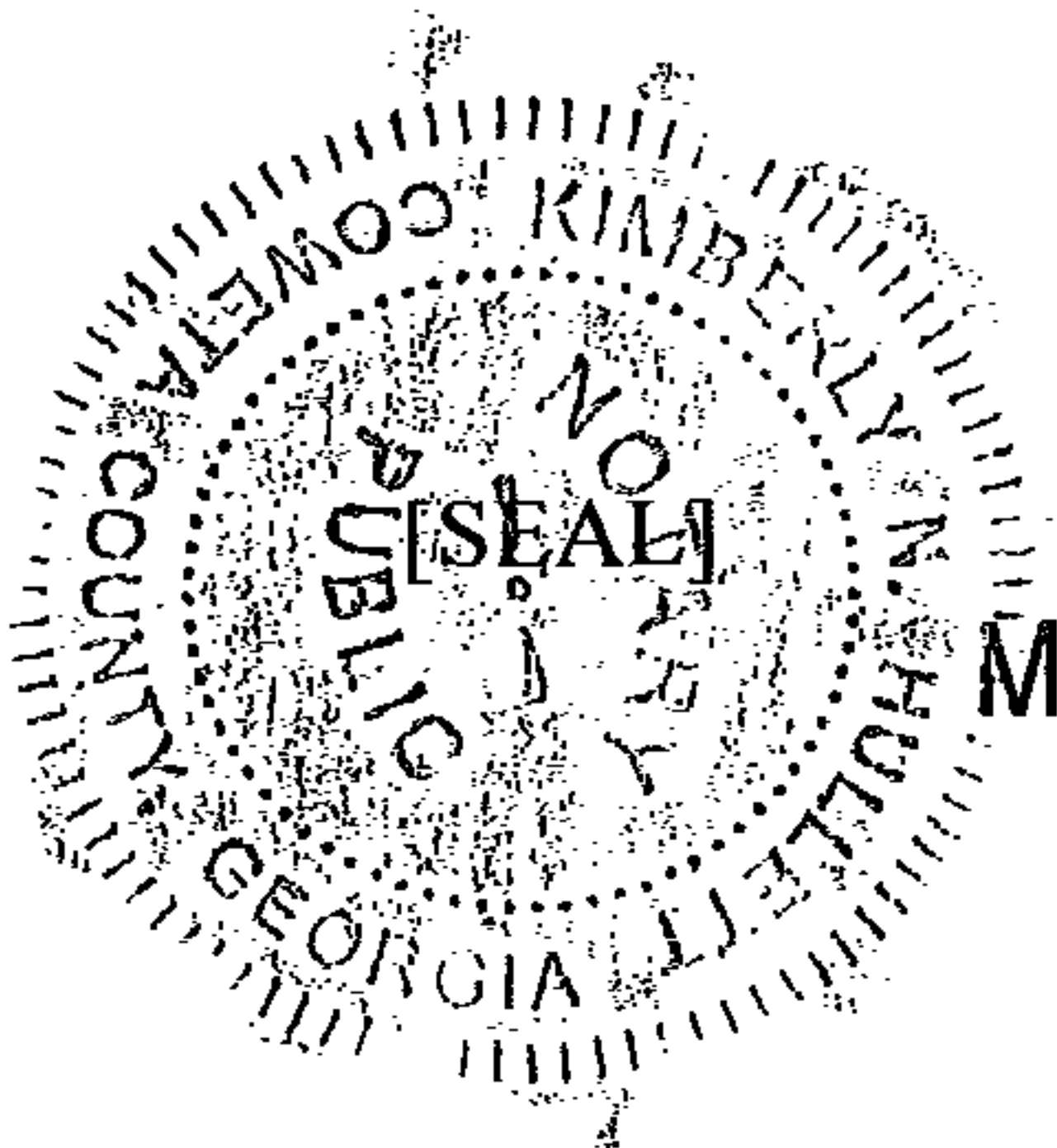
CHICK-FIL-A, INC., a Georgia corporation

By: [Signature]
Name: Amy Rooks
Its: Executive Director

STATE OF GEORGIA)
)
COUNTY OF Fulton)

I, the undersigned, 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 Termination of Partial Waiver of Restriction and Traffic Restriction Agreement 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 officer of the limited corporation and with full authority, executed the same voluntarily on the day same bears date for and as the act of said limited liability company.

GIVEN under my hand and seal, this 8 day of August, 2022.



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

[Signature]
Notary Public


My Commission Expires: _____

[LENDER CONSENT ON FOLLOWING PAGE]

ACKNOWLEDGMENT AND CONSENT

The undersigned is the holder of that certain (i) Accommodation Mortgage, Assignment of Rents and Leases and Security Agreement from RESOURCE HOLDINGS, LLC, an Alabama limited liability company 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 (collectively, 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 (all as may be from time to time renewed, extended, amended or supplemented, collectively, the "**Security Documents**") affecting the Property owned by RESOURCE HOLDINGS, LLC, an Alabama limited liability company. The undersigned executes this Acknowledgment and Consent to acknowledge its consent to the Termination of the Partial Waiver of Restriction and Traffic Restriction Agreement ("**Termination**").

OAKWORTH CAPITAL BANK,
an Alabama banking corporation

By: 
Name: Craig Campbell
Title: Managing Director

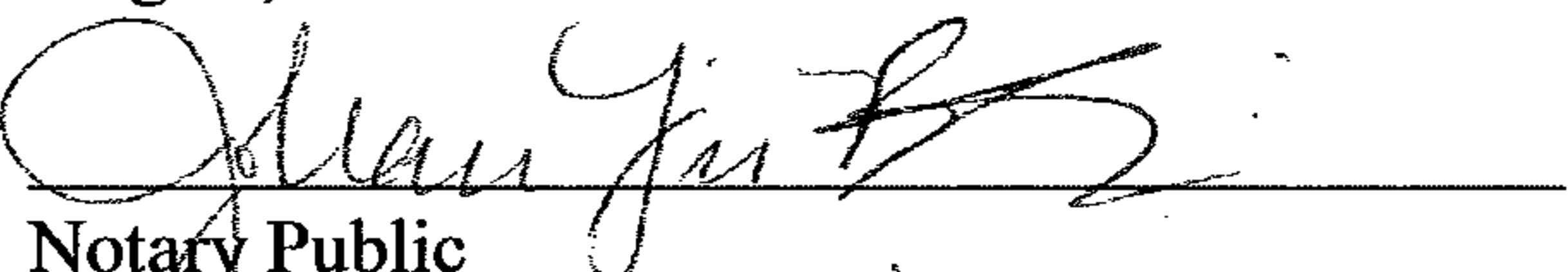
(SEAL)

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Craig Campbell, whose name as Managing Director of OAKWORTH CAPITAL BANK, an Alabama banking corporation, is signed to the foregoing Acknowledgement and Consent and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 22nd day of August, 2022.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: March 15, 2024

