

(Space Above This Line For Recording Data)

LOAN NUMBER: 3383249

LANDLORD'S WAIVER AND CONSENT

On January 23, 2020, this Landlord's Waiver and Consent ("Waiver") is made by Nueces County, a Texas Governmental Entity whose address is 901 Leopard St., Suite 103, Corpus Christi, Texas 78401 ("Landlord"), and given to PlainsCapital Bank whose address is 500 N. Shoreline Blvd, Suite 200, Corpus Christi, Texas 78401 ("Lender").

WHEREAS, Lender has or is about to acquire a Uniform Commercial Code security interest in certain personal property owned by B&B RESTAURANT GROUP, LLC d/b/a SHORELINE SANDWICH COMPANY, a Texas Limited Liability Company whose address is 5350 S STAPLES ST, CORPUS CHRISTI, Texas 78411 ("Borrower"), whose personal property is described as follows:

- **Equipment** with the following description: EQUIPMENT

("Collateral"); and WHEREAS, the Collateral has or may become affixed to or located at the following-described Realty, commonly known as:

Address: 901 LEOPARD ST SUITE 110, CORPUS CHRISTI, Texas 78401
Legal Description: EQUIPMENT

WHEREAS, Landlord owns or has an interest in the Realty, and to induce Lender, now or from time to time, to make loans or other financial accommodations to Borrower, and in consideration of the financial accommodations extended by Lender to Borrower, Landlord consents and agrees with Lender, as follows:

1. Landlord disclaims and waives, as real estate fixtures or otherwise, any and all interest in the Collateral for so long as Borrower is indebted to Lender, and waives any security interest provided in any lease of the Realty, and consents to the placement, storage and retention upon or attachment to the Realty of the Collateral or any portion thereof. Landlord agrees not to assert any claim or interest in the Collateral, nor seek levy or distraint upon it for rent or otherwise.
2. Landlord consents to Lender's entry upon the Realty at all reasonable times to inspect, dispose of, or remove the Collateral, upon reasonable notice, so long as Lender repairs all physical damage, if any, done to the Realty, or offers to reimburse Landlord for the cost of such repairs, but not for any diminution in the value of the Realty caused by the absence of the Collateral removed or by the necessity of replacing it.
3. Landlord agrees with Lender that at any time after Lender has repossessed the Collateral and has notified Landlord of such fact, Lender shall have 30 days to keep Collateral on the Realty for purposes of disposing of it, and during this time period, Lender shall only be obligated to pay any minimum or base rental on a monthly basis, as specified in the lease between the Landlord as owner and Borrower as tenant or occupier of the Realty.

GOVERNING LAW. This Waiver shall be governed by the law of jurisdiction in which the Realty is located and binds and inures to the benefit of Lender, and its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord.

GENERAL WAIVERS. To the extent permitted by law, the Landlord waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

JOINT AND SEVERAL LIABILITY. If permitted by law, each entity or person executing this Waiver is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Waiver is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Waiver without invalidating the remainder of either the affected provision or this Waiver.

SURVIVAL. The Lender's rights in this Waiver will continue in its successors and assigns. This Waiver is binding on all heirs, executors, administrators, assigns, and successors of the Landlord.



