

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT ("SNDA")**

THIS AGREEMENT is made as of the 12th day of February, 2016, between Wal-Mart Stores East, LP, a Delaware limited partnership, 702 S.W. 8th Street, Bentonville, Arkansas 72712, with offices at 2001 S. E. 10th Street, Attn: Realty Management Dept. #44-9384, Bentonville, Arkansas 72716-5525, its sublessees or assigns (hereinafter referred to as "Lessee"), and Citigroup Global Markets Realty Corp., with offices at 390 Greenwich Street, New York, New York 10013 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the holder of a certain Mortgage and Security Agreement, dated FEBRUARY 12, 2016, and recorded *20160219000052700 in the Office of the Judge of Probate, Shelby County, Alabama ("Mortgage"), covering the Shopping Center and/or Leased Premises situated in the City of Alabaster, County of Shelby, State of Alabama, (hereinafter referred to as the "Premises"); and

WHEREAS, Lessee leased from MAP Alabaster, LLC, as assigned to WCTNV LLC and BTNV LLC ("Lessor") 360,234 square feet in the Premises pursuant to that certain lease dated January 28, 2015, ("Lease"), between Lessor and Lessee; and

WHEREAS, Lessee desires that the Lease shall not terminate, but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged Premises is made or any transfer therein in lieu of foreclosure is made and Mortgagee desires that Lessee subordinate its interest in the Lease to the lien of the Mortgage.

WHEREAS, Lessor will deliver a copy of the Lease and any amendments to Mortgagee, the receipt of which is hereby acknowledged,

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. Mortgagee hereby consents and approves the Lease, amendments and the terms thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Lessee of rights, remedies and options therein contained shall not constitute a default under the Mortgage.

2. The Lease is, and shall remain, subject and subordinate to the lien of the Mortgage and to any extensions, modifications, consolidations or renewals thereof; provided that as to any such extensions, modifications, consolidations or renewals thereof, a non-disturbance agreement in the form of this agreement is executed and delivered by the holder of the Mortgage as so extended, modified, consolidated or renewed.

3. So long as Lessee is not in default in the performance of any terms, covenants and conditions to be performed on its part under the Lease beyond any applicable cure period, then in such event:

(a) Lessee shall not be joined as a party defendant in any foreclosure proceeding which may be instituted by Mortgagee;

(b) Lessee's leasehold estate under the Lease shall not be terminated, barred, cut off, or otherwise disturbed by reason of any default under the Mortgage or any foreclosure proceeding instituted by Mortgagee.

4. If Mortgagee shall succeed to the interest of Lessor in and to the Lease, whether through possession, foreclosure proceeding, or delivery of a deed in lieu of foreclosure, Lessee shall attorn to and recognize Mortgagee

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or any other purchaser at a foreclosure sale as Lessee's landlord under the Lease, and shall promptly execute and deliver an attornment agreement in the form of this agreement to evidence such attornment. Upon and after such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such purchaser and Lessee upon all of the terms, conditions and covenants as are set forth in the Lease, except that Mortgagee or such purchaser shall after such attornment:

(a) Be liable for any previous act or omission of any previous landlord arising directly from such landlord's responsibilities and duties pursuant to the Lease; provided, Mortgagee has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(b) Be subject to any offset or counterclaim which Lessee might be entitled to assert against any previous landlord, including deductions from rent arising pursuant to the Lease; provided, Mortgagee has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(c) Not be bound by any previous prepayment of more than one month's fixed rent, unless such prepayment shall have been expressly approved in writing by Mortgagee;

(d) Be bound by any modification of the Lease unless excepted in subparagraph (e) below;

(e) Not be bound by any modification of the Lease made after the date of this agreement without its written consent which would (i) reduce fixed annual rent, or (ii) materially reduce any other monetary obligation of Lessee under the Lease.


5. At any time before the rights of the Lessor shall have been forfeited or adversely affected because of any default on its part, or within the time permitted the Lessor to cure any default under the Lease as there provided, Mortgagee may, at its option, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Lessor by the terms of the Lease, and all payments so made and all things so done and performed by Mortgagee shall be as effective to prevent the rights of the Lessor from being forfeited or adversely affected because of any default under this Lease as the same would have been if done and performed by the Lessor.

6. Any required notices to Mortgagee, shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, at the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice.

7. Any notices or communications given to Lessee under this agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage pre-paid, at the address of Lessee hereinabove set forth, also to the attention of Realty Management Dept. 9384 at 2001 S.E. 10th Street, Bentonville, Arkansas, 72716-5525 or at such other address as Lessee may designate by notice. During the period of any postal strike or other interference with the mail, personal delivery shall be substituted for registered or certified mail. No default notice given by Lessee under the Lease shall be effective as against Mortgagee unless a duplicate copy thereof has been given to Mortgagee.

8. This agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

9. This agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

Signed, sealed and delivered this 2 day of February 2016 in the presence of:

ATTEST:

Assistant Secretary
(SEAL)

LESSEE:

WAL-MART STORES EAST, LP
a Delaware limited partnership

By

Senior Realty Manager
Wal-Mart Real Stores, Inc.

Signed, sealed and delivered this _____ day of _____, 2016 in the presence of:

ATTEST:

MORTGAGEE:

CITIGROUP GLOBAL MARKETS
REALTY CORP.

By

(Title)

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Shelby Cnty Judge of Probate, AL
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ACKNOWLEDGMENT

STATE OF ARKANSAS)) SS
COUNTY OF BENTON)

Be it remembered that on this 2 day of February, 2016, before me a notary public in and for the county and state aforesaid, came Tennille Webb, Senior Realty Manager of Wal-Mart Stores East, LP, a Delaware limited partnership, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such trust, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

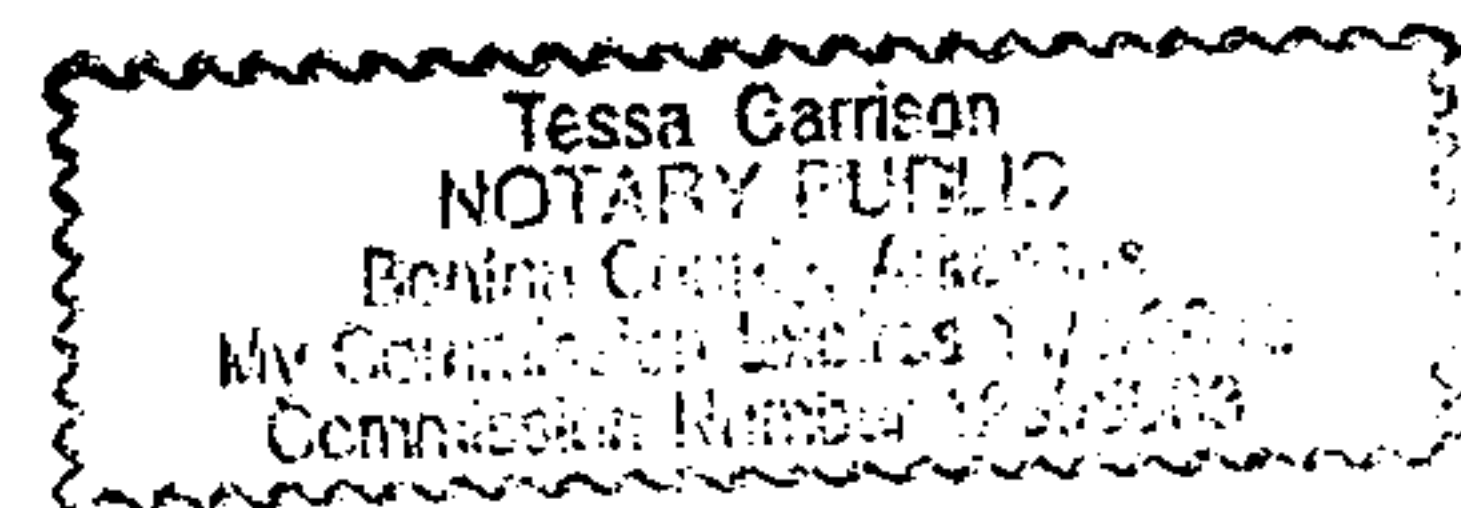
In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.


Notary Public

(SEAL)

My commission expires:

11/1/2016



CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2016, before me a notary public in and for the county and state aforesaid, came _____, _____ of _____, a corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public

(SEAL)

My commission expires:



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

Signed, sealed and delivered this _____ day of _____ 20__ in the presence of:

ATTEST:

Assistant Secretary
(SEAL)

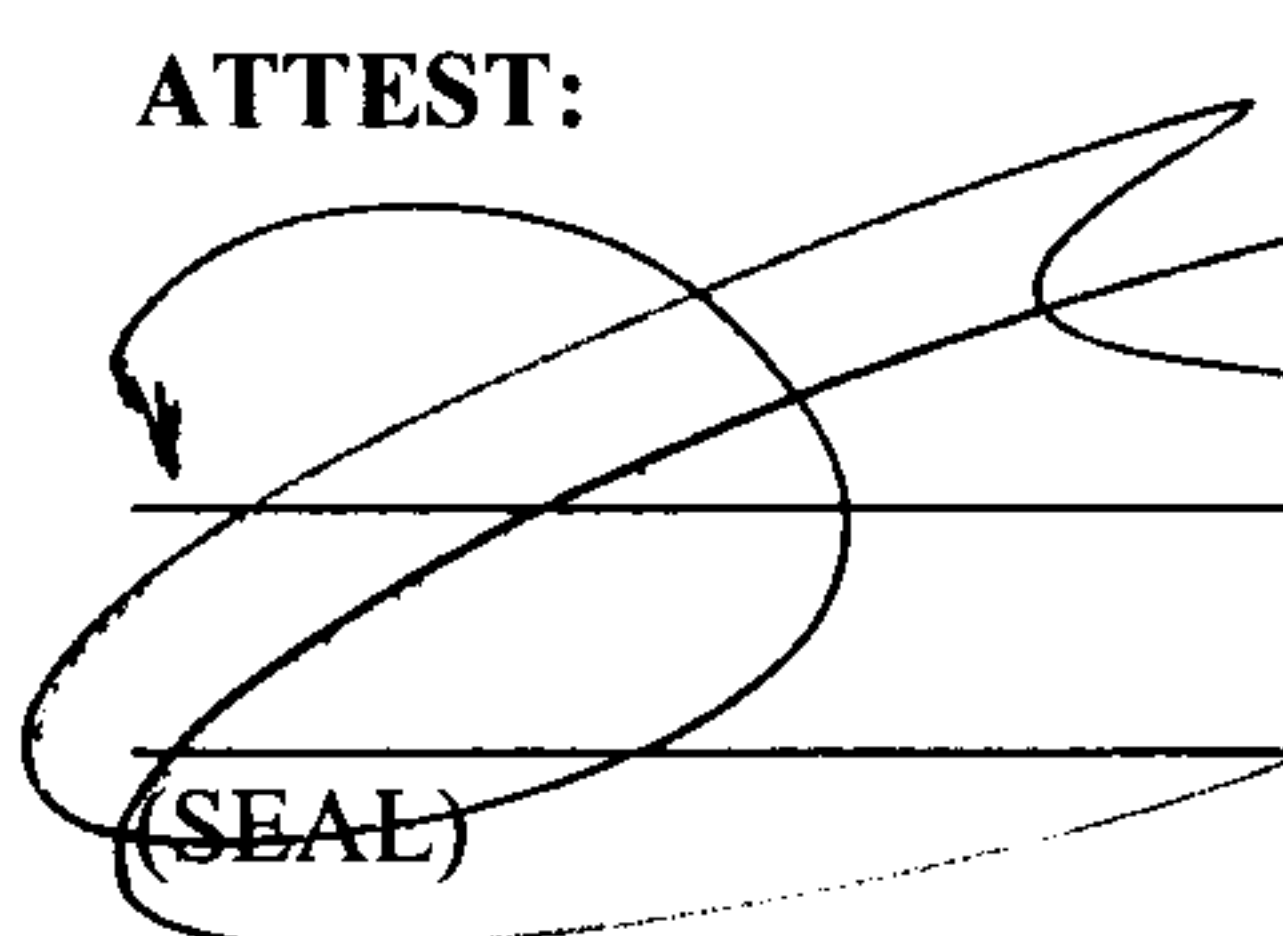
LESSEE:
WAL-MART STORES EAST, L.P.
a Delaware limited partnership

By _____

Senior Realty Manager
Wal-Mart Real Stores, Inc.

Signed, sealed and delivered this 12th day of February, 2016 in the presence of:

ATTEST:



(SEAL)

Nannette L. Edwards
Notary Public, State of New York
No. 01ED6158862
Qualified in Queens County
Commission Expires Jan. 08, 2019
(Title)

MORTGAGEE:
CITIGROUP GLOBAL MARKETS
REALTY CORP., a New York corporation

By 
Ana Rosu Marmann, Vice President

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Shelby Cnty Judge of Probate, AL
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ACKNOWLEDGMENT

[illegible]

Be it remembered that on this _____ day of _____, 20____, before me a notary public in and for the county and state aforesaid, came _____, Senior Realty Manager of Wal-Mart Stores East, L.P., a Delaware corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such trust, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Notary Public

(SEAL)

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 12 day of February, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Ana Rosu Marmann, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacities and that by her signatures on the instrument, the persons or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Nannette L Edwards
Notary Public, State of New York
No. 01ED6158862
Qualified in Queens County
Commission Expires Jan. 08, 2019

~~Notary Public~~

