

WHEN RECORDED MAIL TO:
STANCORP MORTGAGE INVESTORS, LLC
10265 NE Tanasbourne Drive
HILLSBORO, OR 97124

ATTN: **CLOSING DEPT., T3A**
Prepared by **Michelle Youngclaus**
STANCORP MORTGAGE INVESTORS, LLC
10265 NE Tanasbourne Drive
HILLSBORO, OR 97124

SIC Loan No. **C3021601**
Parcel Identification Number **13-6-14-4-001-002.000**

SUBORDINATION, NONDISTURBANCE, AND
ATTORNMENMENT AGREEMENT

ALL REFERENCES TO LESSOR, LESSEE OR LEASE HEREIN SHALL BE UNDERSTOOD
TO MEAN GROUND LESSOR, GROUND LESSEE AND GROUND LEASE.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT is dated as of **April 13, 2023**.

RECITALS:

A. The undersigned Lessee and Lessor are parties to a lease dated **February 21, 2017**, defined below, which lease covers part or all of the real property (the "Property") described on Exhibit "A" attached hereto.

B. **Standard Insurance Company, an Oregon corporation** ("Lender") has agreed to make a loan (the "Loan") to Lessor and others, as applicable ("Borrower"), evidenced or secured by a Note, Deed of Trust, Mortgage or Deed to Secure Debt with Assignment of Rents, Security Agreement and Fixture Filing dated **April 13, 2023** on the Property and by such other

C. As a condition precedent to Lender's disbursement of Loan proceeds, Lender has required that Lessee (i) subordinates the Lease and Lessee's interest in the Property in all respects to the liens of the Security Instruments, if any, securing Lender's interest in the Property, and (ii) agrees that it will attorn to Lender as a successor Lessor under the Lease.

D. In return for the subordination and attornment, Lender is agreeable to not disturbing Lessee's possession of the Property under the Lease on the terms set forth below.

AGREEMENT:

NOW, to induce Lender to make the Loan and in consideration of the promises made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee and Lessor, it is agreed as follows:

1. Subordination. The Lease described in Recital A above, including but not limited to any rights of first purchase, whether by offer, negotiation and/or refusal and/or purchase options contained therein, and Lessee's leasehold estate and any other interests created thereby and any renewals, extensions, amendments or modifications (collectively, the "Lease"), are completely and unconditionally subject and subordinate to the liens of the Security Instruments, as may hereafter be amended and to all the terms, conditions, and provisions thereof, including all Loan advances made or to be made, and to any extensions, additional advances and/or modifications.

2. Lessee Not To Be Disturbed. So long as Lessee is not in default (beyond any applicable Lease notice and cure periods, if any) ("Default") in the payment of rents or in the performance of any of the other terms of the Lease on Lessee's part to be performed (collectively, the "Lessee Obligations"), Lessee's possession of the Property under the Lease and Lessee's rights and privileges under the Lease, will not be diminished or interfered with by Lender, and Lessee's occupancy of the Property will not be disturbed by Lender during the Lease term.

3. Lessee Not To Be Joined In Foreclosure. So long as Lessee is not in Default under any Lessee Obligations, Lender will not join Lessee as a defendant in any action or proceeding foreclosing the Security Instruments unless such joinder is necessary to foreclose the Security Instruments and then only for such purpose and not to terminate the Lease.

4. Lessee To Attorn To Lender. If the interests of Lessor are transferred to and owned by Lender by foreclosure or otherwise, and Lender succeeds to the interest of the Lessor under the Lease, Lessee will be bound to Lender under the Lease for the balance of the term thereof remaining including any extensions or renewals, with the same force and effect as if Lender were the Lessor under the Lease. Lessee hereby agrees to attorn to Lender as its Lessor, said attornment to be effective upon Lender succeeding to the interest of the Lessor under the Lease without the execution of any further instrument, provided that, except as described in the next paragraph, Lessee will not be obligated to pay rent to Lender, as Lessor until Lessee receives written notice from Lender that it has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, will be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference.

5. Lease Payments to Lender. Receipt of Lender's notice will be the only condition to Lessee making payments to Lender or at Lender's direction and Lessor irrevocably authorizes

Lessee to make payments to Lender or at Lender's direction. Lessor releases and discharges Lessee from liability for making such payments to Lender or at Lender's discretion. Lessor indemnifies Lessee and Lender from all loss, cost, liability, claim, damage and expense (including reasonable attorney fees and costs, whether at pre-trial, at trial, on appeal, discretionary review and/or bankruptcy) that Lessee or Lender may incur as a result any challenge to Lender's notice or Lessee's payment to Lender or at Lender's direction.

6. Exercise of Rights Under Loan Documents Not Lease Default. The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Loan Documents, including without limitation its rights of foreclosure, will not constitute a default under the Lease.

7. Lender Not Bound By Certain Lessor/Lessee Acts. If Lender succeeds to the interests of Lessor under the Lease, Lender will not be (a) liable for any act or omission of any prior lessor (including Lessor), which shall have accrued prior to the date Lender takes title to the Property, unless such act or omission continues after Lender (i) took title to the Property, (ii) received written notice of such act or omission, and (iii) failed to commence and continue cure within thirty (30) days, (b) subject to any offsets or defenses, if any, which Lessee might have against any prior lessor (including Lessor), under the Lease, if any, (c) bound by any rent or additional rent which Lessee might have paid for more than one month in advance of the then current installment, except for any monthly escrows required to be paid under the Lease, if any, for operating expenses, insurance and real estate taxes which are subject to annual reconciliation, (d) bound by any Lease termination, cancellation, assignment, or any material amendment or modification of the Lease made without Lender's prior written consent, or (e) liable for any security or other deposits paid by Lessee, or any predecessor in interest to Lessee, to Lessor, and which are not actually received by Lender. For purposes of this paragraph, the term "Lender" includes any title holding affiliate of Lender, and the term "material" refers to changes that would increase Lessor's obligations under the Lease, financial or otherwise, or decrease Lessee's obligations under the Lease, whether financial or otherwise.

8. Waiver. Lessee waives notice and agrees that Lender, without notice to or consent of Lessee, upon terms as Lender may deem advisable, without releasing or discharging Lessee from this Subordination Agreement or affecting the lien or priority of the Security Instruments, may release, exchange, or modify any obligation secured by the Security Instruments and/or settle or compromise any claim with respect to the Loan.

9. Successors and Assigns. This Agreement is binding upon the parties and their heirs, executors, administrators, representatives, successors and assigns, including each lessee and lessor under the Lease or any other person having an interest therein and will inure to the benefit of Lender and its successors and assigns.

10. Choice of Law. The law of the state in which the Property is located will govern the validity, interpretation, construction, and performance of this Agreement. The parties irrevocably submit to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and waive any claim that such forum is an inconvenient forum.

11. Captions and Headings. The captions and headings in this Agreement are for convenience and not to be construed as confining or limiting the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular includes the plural, the plural includes the singular, and the masculine, feminine and neuter are freely interchangeable.

12. Notices. All notices required or permitted under this Agreement will be in writing and may be delivered by hand or a nationally recognized overnight courier service, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessee:

SWIFT STRAW II, LLC
900 Circle 75 Hwy SE
Suite 1600
Atlanta, GA 30339

If to Lessor:

MI Sweetwater, LLC
3060 Peachtree Road, Suite 1080
Atlanta, GA 30305

If to Lender:

Standard Insurance Company
Attn: Loan Closing, T3A
10265 NE Tanasbourne Drive
Hillsboro, OR 97124

Changes in the respective addresses to which such notices will be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is to become effective. Notices given by mail in accordance with this provision will be deemed to have been given three (3) days after the date of dispatch; notices given by any other means will be deemed to have been given when received.

13. Severability and Counterparts. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be signed in counterpart signature and notary pages all of which when taken together will constitute one Agreement.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.

SIGNATURES ON THE FOLLOWING PAGES

LESSEE:

SWIFT STRAW II, LLC,
a Georgia limited liability company

By: 

Title: President

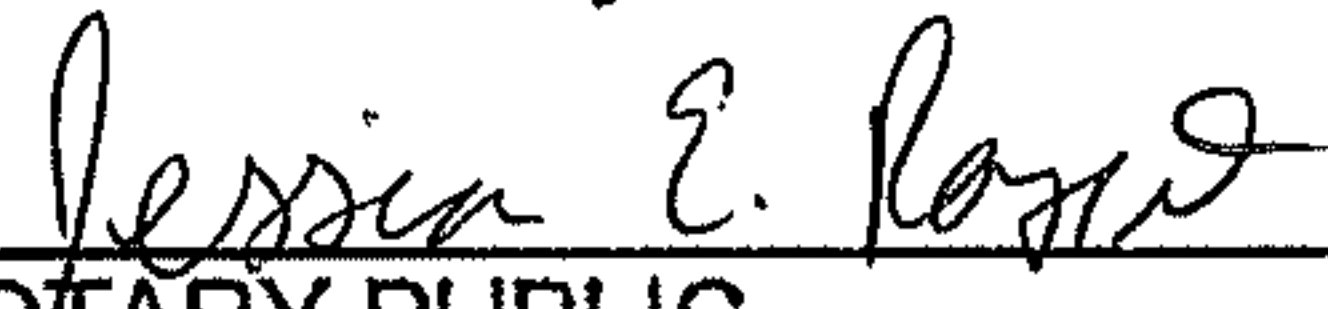
**ACKNOWLEDGMENTS FOR EACH LESSEE MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

State of Georgia

County of Cobb

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rabon Goetz whose name as Manager of Swift Straw II, LLC, is signed to the foregoing Subordination, Nondisturbance, and Attornment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination, Nondisturbance, and Attornment Agreement, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 27th day of April, 2023.


NOTARY PUBLIC

My Commission expires: 11/06/2025

Affix Notary Seal

SIGNATURES CONTINUED ON THE FOLLOWING PAGES

LESSOR:

MI Sweetwater, LLC,
a Georgia limited liability company

By: 
John Owen Middour, Manager

**ACKNOWLEDGMENTS FOR EACH LESSOR MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

State of Georgia

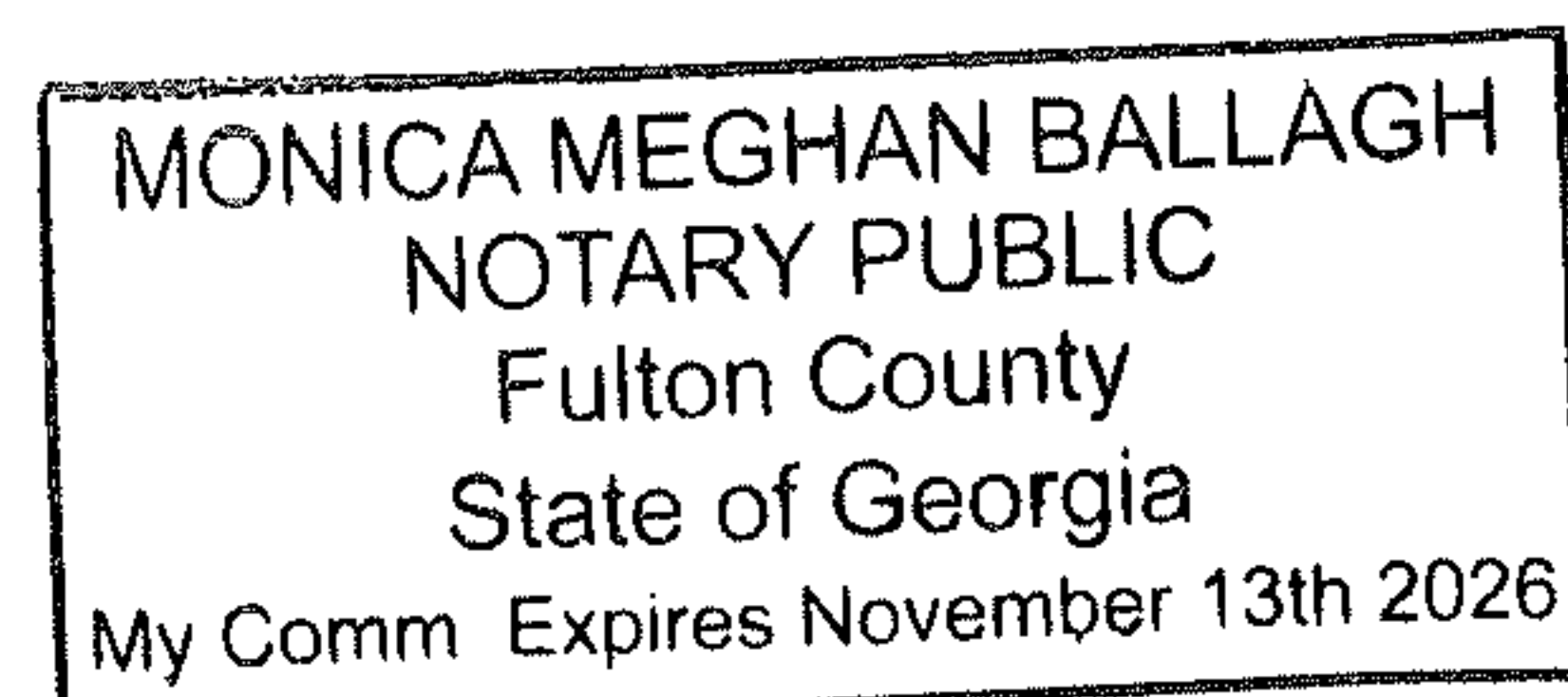
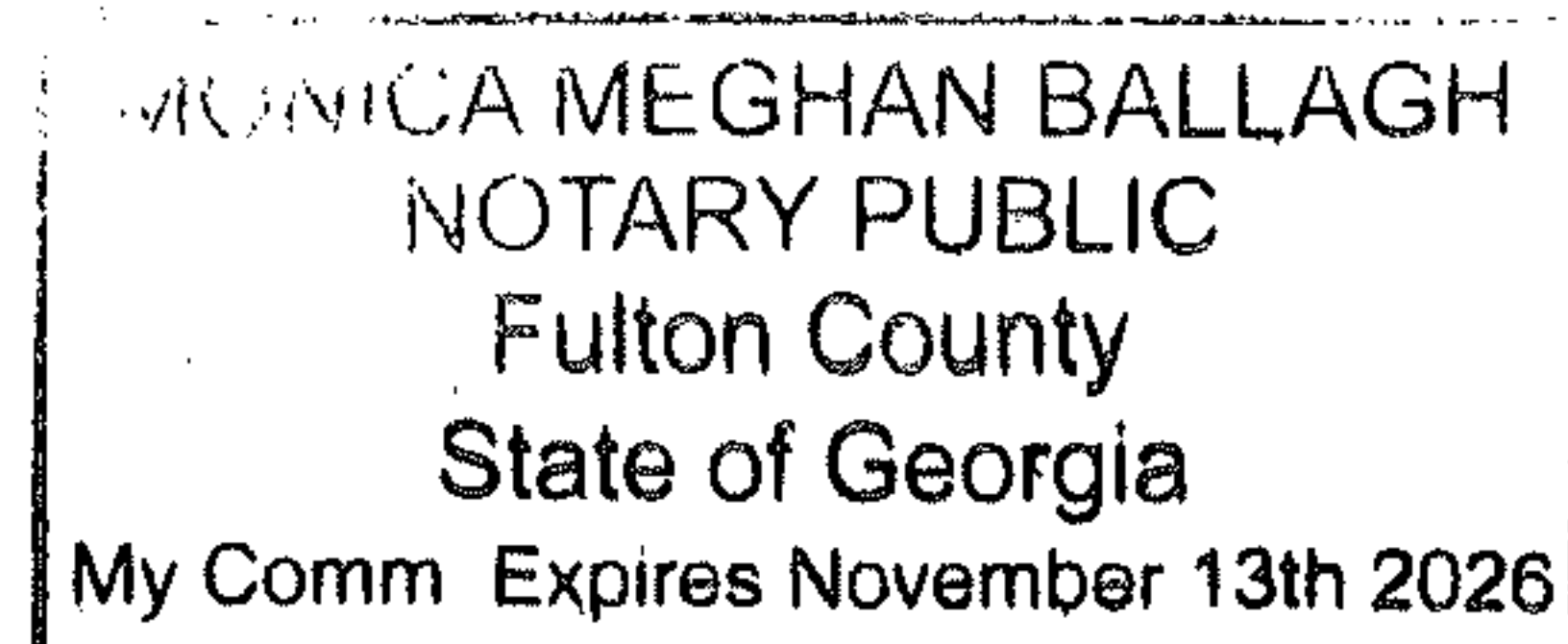
County of Fulton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Owen Middour, whose name as Manager of MI Sweetwater, LLC, a Georgia limited liability company, is signed to the foregoing Subordination, Nondisturbance, and Attornment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Subordination, Nondisturbance, and Attornment Agreement, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 20th day of April, 2023.

Monica Ballagh
NOTARY PUBLIC


My Commission expires: 11-13-26 Affix Notary Seal



LENDER:

Standard Insurance Company,
an Oregon corporation

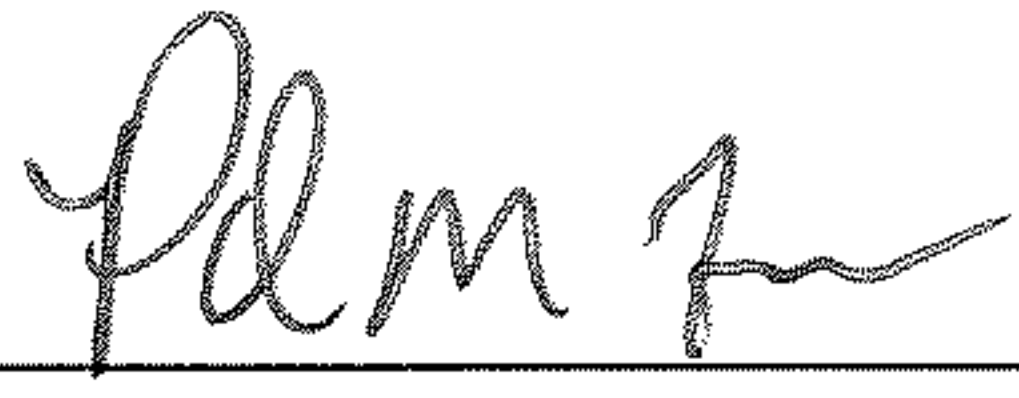
By:



~~Amy Frazey, Assistant Vice President~~
Jesse Levin
Second Vice President

ATTEST:

By:



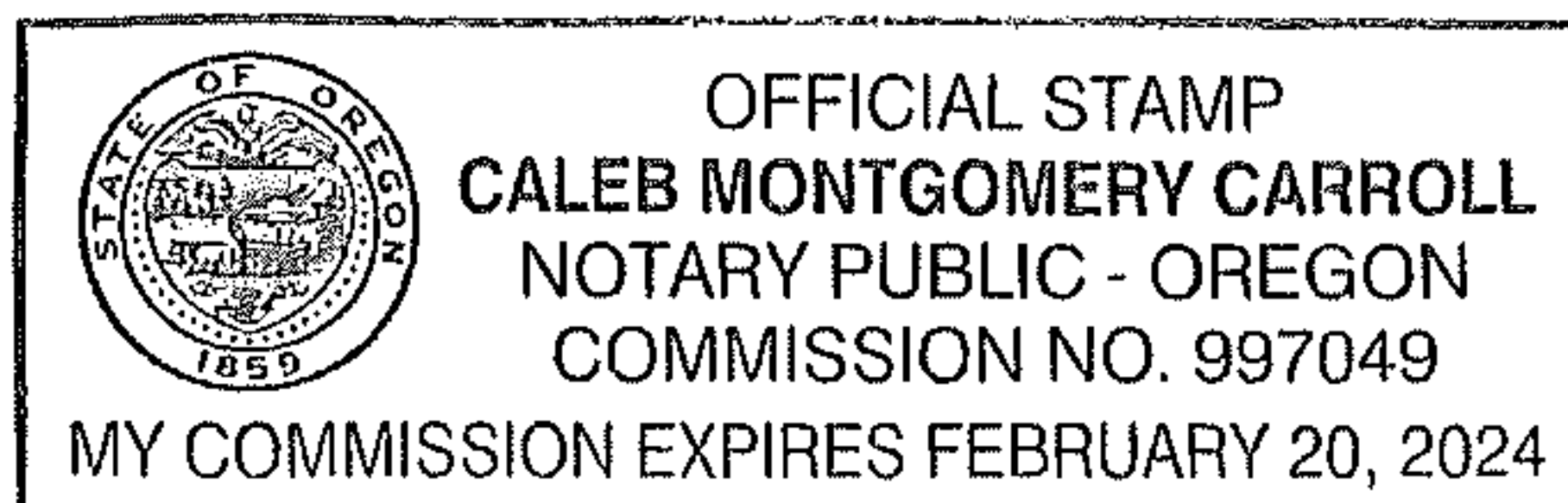
Paul Freese
Senior Director
Stan Corp Mortgage Investors, LLC

**ACKNOWLEDGMENTS FOR EACH LENDER MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF OREGON)
) ss:
 COUNTY OF WASHINGTON)

On this 19th day of April, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and PAUL FREESE, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he, the said PAUL FREESE is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and JESSE LEVIN and PAUL FREESE acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



A handwritten signature in cursive script, appearing to read "Caleb", written over a horizontal line.

Caleb Montgomery Carroll
 Notary Public for Oregon
 My Commission Expires: February 20, 2024

EXHIBIT "A"
LOAN NO. C3021601

A parcel of land located in the Southeast Quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said Section 14, thence in a Westerly direction along the South line of said Section 14, a distance of 201.98 feet to the center line of Atlantic Coast Line Railroad right of way; thence 62 degrees 35 minutes right along the center line of said right of way in a Northwesterly direction a distance of 196.31 feet to the intersection of the center line of the Ashville-Montevallo Road; thence 20 degrees 35 minutes right in a Northwesterly direction along said center line of said road a distance of 703.74 feet; thence 90 degrees left in a Southwesterly direction a distance of 30.0 feet to the West right of way line of said road and the Point of Beginning of herein described property; thence continue along last described course a distance of 180.88 feet to the Northeast right of way line of Atlantic Coast Railroad; thence 69 degrees 25 minutes right in a Northwesterly direction along said right of way a distance of 594.74 feet to the beginning of a curve to the left, said curve having a central angle of 27 degrees 12 minutes (measure 8 degrees 07 minutes 53 seconds) and a radius of 2,914.82 feet; thence along arc of said curve a distance of 413.67 feet; thence 125 degrees 32 minutes 53 seconds right, measured from tangent of said curve, in an Easterly direction a distance of 670.32 feet to the West right of way line of Ashville-Montevallo Road, said point being on a curve to the left having a central angle of 2 degrees 23 minutes 18 seconds and a radius of 277.35 feet (calculated 2,775.35); thence 95 degrees 34 minutes 48 seconds right, measured to tangent of said curve, in a Southerly direction along arc of said curve a distance of 115.69 feet to end of said curve; thence continue along said right of way line in a Southerly direction a distance of 180.82 feet to the beginning of a curve to the left, said curve having a central angle of 10 degrees 01 minutes 30 seconds and a radius of 3,223.53 feet; thence continue along arc of said curve in a Southerly direction a distance of 564.02 feet to the end of said curve and the Point of Beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/28/2023 12:53:59 PM
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Allen S. Bayl