


This document prepared by:
Shannon Dobo-Parent
Publix Super Markets, Inc.
P.O. Box 407
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Shelby Cnty Judge of Probate, AL
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SUBORDINATION,
NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

#1281 – Calera Crossings, Calera, Alabama

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (“Agreement”) made this 21st day of February, 2014, among Ameritas Life Insurance Corp, and The Union Central Life Insurance Company, (hereinafter referred to as "Lender"), Publix Alabama, LLC, an Alabama limited liability company, (hereinafter referred to as "Tenant"), and Calera Crossings, LLC, (hereinafter referred to as "Landlord"), with reference to the following facts:

A. Landlord and Tenant have entered into that certain Lease Agreement dated 08/04/2008 as supplemented by Guaranty Agreement dated 08/04/2008 and amended by First Amendment to Lease dated 10/10/2008 and Second Amendment to Lease dated 01/20/2010 (hereinafter collectively referred to as the "Lease"), relating to certain premises (hereinafter referred to as the "Premises") located or to be located in a shopping center constructed or to be constructed upon the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

B. Lender has made or has committed to make a loan to Landlord in the principal amount of Six Million Two Hundred Thousand Dollars AND NO/100 DOLLARS (\$6,200,000.00) secured by that certain mortgage or security deed (hereinafter referred to as the "Mortgage"), dated February 21, 2014, and filed for record in ~~Official Records Book _____, page _____~~, public records of Shelby County, Alabama and an assignment of leases and rents of even date therewith from Landlord to Lender covering the Premises.

* Instrument No. 20140221000048300

C. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. All terms used herein with an initial capital letter, unless otherwise defined or modified in this Agreement, shall have the same meaning assigned to them in the Lease. All terms, conditions, covenants and agreements set forth in this Agreement shall be of no force or effect until the Effective Date, as defined in Paragraph 15 below.

2. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby is and shall continue to be subject and subordinate in all respects to the Mortgage and to any advancements made thereunder and to any renewals, modifications, consolidations, replacements and extensions thereof.

3. Lender does hereby agree with Tenant that, so long as Tenant complies with and performs its obligations under the Lease: (i) Lender will take no action which will interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease; (ii) in the event of any foreclosure sale pursuant to the Mortgage, conveyance in lieu of foreclosure or otherwise, said sale or conveyance shall be made subject to the Lease and this Agreement; and (iii) in the event Lender or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease and Lender or any such other new owner shall recognize Tenant as the tenant of the Premises for the remainder of the term and all exercised renewal terms of the Lease in accordance with the provisions thereof.

4. Tenant does hereby agree with Lender that, in the event Lender, or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant agrees, from and after such event, to attorn to and recognize Lender, or any other person or entity that becomes the owner of the Premises, as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to attorn to: (i) Lender when in possession of the Premises; (ii) a receiver appointed in an action to foreclose the Mortgage; or (iii) any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure. This provision shall operate automatically without further acknowledgment or instrument of attornment.

5. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices required to be given to Landlord by Tenant, including, without limitation, notices pursuant to which Tenant proposes to abate or reduce the rental payable under the Lease or to terminate or cancel the Lease, under and pursuant to the terms and provisions of the Lease and that no such notice to Landlord shall be effective as to Lender unless a copy of such notice is also mailed to Lender. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default of Landlord, or within the time permitted Landlord for curing any default under the Lease as therein provided, Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of Landlord by the terms of the Lease; and all payments so made and all things so done and performed by Lender shall be as effective to prevent the rights of Landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by Landlord..

6. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for the loan, and Tenant hereby expressly consents to such assignment. Landlord and Lender hereby advise, and represent to, Tenant that such assignment includes the right of Lender, upon default by Landlord under the Mortgage, to direct the party to whom Tenant is to pay rents and other payments due under the Lease. Upon written notice from Lender to Tenant, in strict accordance with the notice provisions of this Agreement, that Landlord is in default under the loan secured by the Mortgage, Tenant shall pay all monies thereafter due to Landlord under the Lease directly to Lender or such other party as Lender directs, until further directed by Lender; provided, however, Lender agrees that Tenant shall have no obligation to pay to Lender any amounts processed for payment by Tenant prior to Tenant's receipt of Lender's notice, even though such amounts may be for obligations coming due subsequent thereto. Tenant shall be entitled to rely solely upon such notice, and Landlord and Lender hereby indemnify and agree to defend and hold Tenant harmless from and against any and all expenses, losses, claims, damages or liabilities arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by Tenant made in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any amounts paid as instructed by Lender in accordance with the provisions hereof. Any dispute between Lender (or any successor in interest) and Landlord as to the existence of an event of default by Landlord under the provisions of the loan and the Mortgage, shall be dealt with and adjusted solely between Lender and Landlord, and Tenant shall not be made a party thereto.

7. Any provision of this Agreement to the contrary notwithstanding, Lender shall have no obligation, or not incur any liability, with respect to the erection and completion of the building in which the Premises are or will be located, or for the completion of the Premises or any improvements for Tenant's use and occupancy.

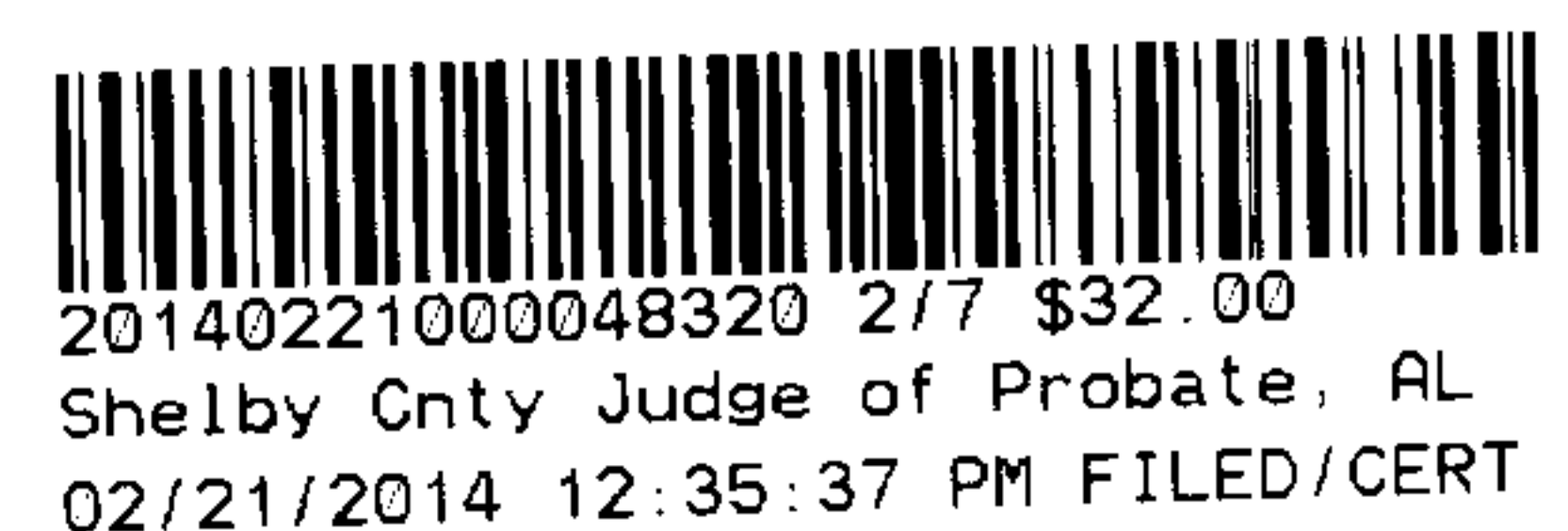
8. Whenever notice is required or permitted under this Agreement, it shall be in writing and shall be deemed to be properly given upon receipt or refusal if sent by U. S. Postal Service, postage prepaid, by certified or registered mail, return receipt requested, or if personally delivered by hand or sent by nationally recognized overnight courier service. For purposes of this Agreement, delivery of a notice to an address from which the recipient has moved but failed to notify the other parties of modification of such address as hereinafter provided shall be deemed to constitute refusal of such notice by the intended recipient. All notices required or permitted under this Agreement shall be delivered to the party entitled thereto at the following addresses:

Lender: Ameritas Life Insurance Corp and
The Union Central Insurance Corp.
5900 O Street
Lincoln, NE 68510
Attn: _____

Tenant: Publix Alabama, LLC
3300 Publix Corporate Parkway
Lakeland, FL 33811-3002
Attn: Jeffrey Chamberlain,
Vice President Real Estate

With a copy to: Publix Alabama, LLC
3300 Publix Corporate Parkway
Lakeland, FL 33811-3002
Attn: John A. Attaway, Jr.
Senior Vice President and General Counsel

Landlord: Calera Crossings, LLC
c/o The Mitchell Company, LLC
PO Box 161049
Mobile, AL 36616
Attn: Murray Legg



The foregoing addresses may be modified by delivery of written notice of such modification to the parties entitled thereto, which written notice shall be delivered and deemed effective as set forth herein.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns.

10. Any provision of this Agreement to the contrary notwithstanding:

(a) except as provided in subparagraph (b) below, neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be liable to Tenant for any act or omission of any prior landlord (including Landlord);

(b) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) of which Lender had not been notified pursuant to Paragraph 5 hereof;

(c) neither Lender nor any other party acquiring title to the Premises by foreclosure or conveyance in lieu of foreclosure or otherwise shall be bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days prior to the due date of such payment;

(d) Lender shall not be bound by any amendment or modification of the Lease which modifies Rent or affects in any way the length of the term of the Lease and which is entered into on or subsequent to the Effective Date without its written consent being made a part of such amendment or modification; and,

(e) the Right of First Refusal set forth in Paragraph 48 of the Lease is not intended to apply in the event of foreclosure or the conveyance of the Shopping Center pursuant to a deed-in-lieu of foreclosure, it being understood however that in no event shall such Right of First Refusal be extinguished by such foreclosure or deed-in-lieu of foreclosure, and such Right of First Refusal shall apply to any subsequent sale by the entity acquiring the property pursuant to such event of foreclosure or deed-in-lieu of foreclosure.

11. Any provision of the Mortgage to the contrary notwithstanding, with regard to the property damage insurance required pursuant to the terms and provisions of the Lease, or with regard to condemnation proceeds paid with respect to the Premises, Landlord and Lender agree that all insurance proceeds or condemnation proceeds paid or payable with respect to the Premises and received by Lender shall be applied to and paid for reconstruction or repair of improvements, if either Landlord or Tenant elects or is obligated to restore or repair such improvements, as set forth in and subject to the terms and conditions of the Lease.

12. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

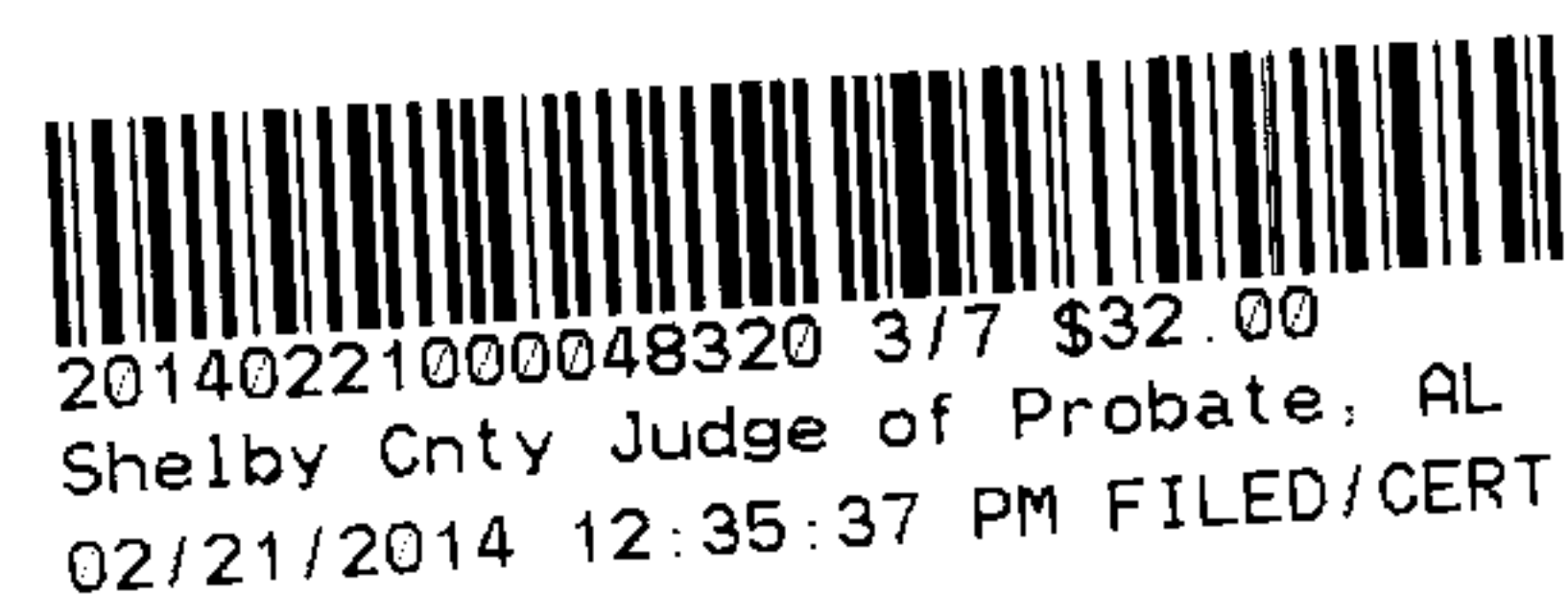
13. Neither the Mortgage nor any other security instrument executed in conjunction therewith shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs, or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the Premises regardless of the manner or mode of attachment thereof.

14. Nothing contained in this Agreement shall be deemed to modify or amend the terms and provisions of the Lease.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Agreement; provided, however, this Agreement shall not be effective or enforceable as to Tenant until after the date of the last to occur of the following (the "Effective Date"): (i) it has been fully executed by all parties; (ii) the Mortgage has been filed for record in the county in which the Premises is located, and all recording information regarding the Mortgage is complete and set forth in Recital B above; and (iii) a fully executed and complete original counterpart has been received by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



LENDER:

Kyle Laughlin
(Print Name) Kyle Laughlin

Linda Mass
(Print Name) Linda Mass
Two Witnesses

By: JWB Weinberg
Name: Jon B Weinberg
As its: Vice President

STATE OF ~~FLORIDA~~ Nebraska
COUNTY OF Lancaster

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 19th day of February, 2014, by Jon B. Weinberg as Vice President of Ameritas Life Insurance Corp. and [The Union Central Life Insurance Company], a Florida corporation, on behalf of the corporation. Such person is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Lynn K. Hilger
Printed/typed name: Lynn K. Hilger
Notary Public-State of: Nebraska
My commission expires: 9-20-16
Commission number: None



TENANT

**PUBLIX ALABAMA, LLC, an
Alabama limited liability company**

Shannon Dobo-Parent
(Print Name) **Shannon Dobo-Parent**

Juanita Meeks
(Print Name) **Juanita Meeks**
Two Witnesses

By: [Signature]
Jeffrey Chamberlain,
President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 4th day of February, 2014, by JEFFREY CHAMBERLAIN, as President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of the corporation. He is personally known to me.

(NOTARY SEAL)

Shannon Dobo-Parent

Printed/typed name: **Shannon Dobo-Parent**
Notary Public-State of: _____
My commission expires: _____
Commission number: _____



SHANNON DOBO-PARENT
MY COMMISSION # EE 876772
EXPIRES: September 4, 2016
Bonded Thru Budget Notary Services



LANDLORD:

(Print Name)

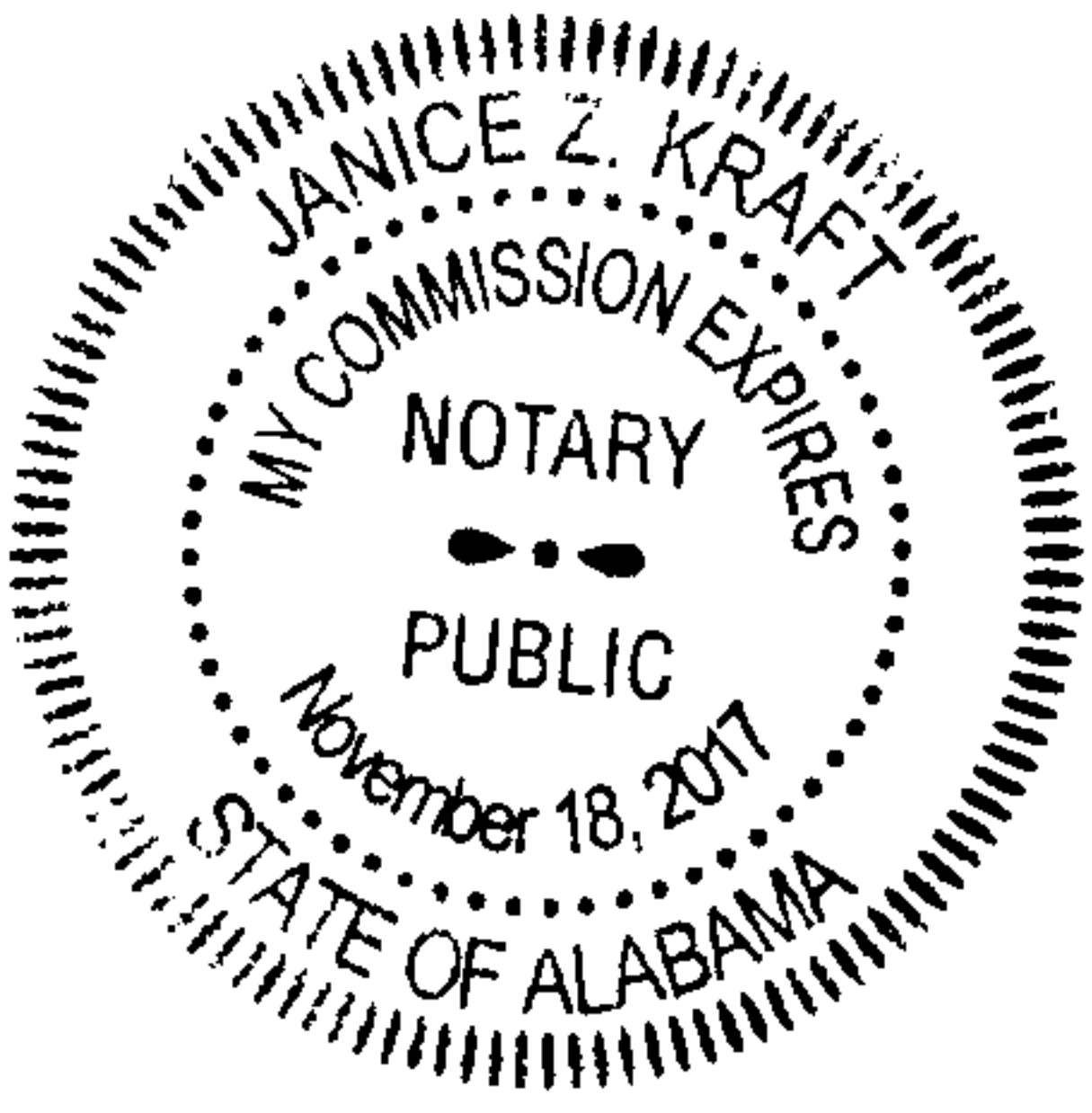
By: *DK Kelly*
Name: Donald P. Kelly Jr
As its: Manager

(Print Name)
Two Witnesses

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Mobile

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 13th day of February, 2014, by Donald P. Kelly Jr, as Manager of Calera Crossings, LLC, a Florida corporation, on behalf of the corporation. Such person is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Janice Z. Kraft
Printed/typed name: Janice Z. Kraft
Notary Public-State of: Alabama
My commission expires: 11-18-17
Commission number: N/A

EXHIBIT A

STORE NO.: 1281
SITE: SEC HIGHWAY 31 AND HIGHWAY 70,
CALERA, SHELBY COUNTY,
ALABAMA
SHOPPING
CENTER: CALERA CROSSINGS
STOREROOM: 45,600 Square Feet

EXHIBIT "B"

Shopping Center Tract Legal Description

Parcel I, Parcel II, Parcel IIIA and Parcel IV, less and except Outparcels, also known as Calera Marketplace Lot 7 as recorded in Map Book 41, Page 48, Shelby County, Alabama being more particularly described as follows:

Commence at a 3 inch capped iron locally accepted to be the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North 01 degrees, 10 minutes, 29 seconds East along the East line of said Section 33 for a distance of 468.18 feet to a 2 inch open top pipe found; thence run North 01 degrees, 10 minutes, 29 seconds East for a distance of 305.67 feet to an iron pin set; thence run North 89 degrees, 37 minutes, 38 seconds West for a distance of 772.84 feet; thence run North 10 degrees, 28 minutes, 18 seconds for a distance of 9.33 feet to the POINT OF BEGINNING; thence run North 86 degrees, 07 minutes, 29 seconds West for a distance of 208.56 feet; thence run South 01 degrees, 56 minutes, 07 seconds West for a distance of 246.59 feet; thence run North 87 degrees, 25 minutes, 16 seconds West for a distance of 91.25 feet to a point; thence run North 89 degrees, 41 minutes, 39 seconds West for a distance of 405.41 feet to a point; thence run South 89 degrees, 38 minutes, 42 seconds West for a distance of 294.52 feet to a point; thence run North 00 degrees, 21 minutes, 09 seconds West for a distance of 11.08 feet to point; thence run South 89 degrees, 38 minutes, 51 seconds West for a distance of 23.10' to a point on the right of way of Limestone Cove as recorded in Map Book 40 Page 142 A-B, said point being on a curve to the right, having a central angle of 81 degrees, 32 minutes, 54 seconds, a radius of 25.00 feet, a chord bearing of North 49 degrees, 34 minutes, 42 seconds West and chord of 32.65 feet; thence run in a Northerly direction along the arc of said curve and also along said right-of-way line for a distance of 35.58 feet to a point being on a curve to the right, having a central angle of 14 degrees, 17 minutes, 13 seconds, a radius of 970.00 feet, a chord bearing of North 01 degrees, 39 minutes, 38 seconds West and chord of 241.25' feet; thence run in a Northerly direction along the arc of said curve and also along said right-of-way line for a distance of 241.87 feet to a point; thence continue along said right-of-way North 05 degrees, 28 minutes, 58 seconds East for a distance of 285.62 feet to a point; thence leaving said right-of-way run South 89 degrees, 19 minutes, 36 seconds East for a distance of 465.90 feet to a point; thence run North 46 degrees, 19 minutes, 16 seconds East for a distance of 45.00 feet to a point; thence run North 04 degrees, 37 minutes, 59 seconds East for a distance of 144.91 feet to a point; thence run North 40 degrees, 10 minutes, 33 seconds West for a distance of 35.51 feet to a point on the right of way of Alabama Highway 70 said point being on a curve to the right, having a central angle of 03 degrees, 33 minutes, 15 seconds, a radius of 1403.43 feet, a chord bearing of South 83 degrees, 39 minutes, 14 seconds East and chord of 87.04' feet; thence run in an Easterly direction along the arc of said curve and also along said right-of-way line for a distance of 87.06 feet to a point; thence leaving said right-of-way run South 51 degrees, 13 minutes, 30 seconds West for a distance of 20.62 feet to a point; thence run South 04 degrees, 37 minutes, 59 seconds West for a distance of 143.85 feet to a point; thence run South 37 degrees, 00 minutes, 21 seconds East for a distance of 45.00 feet to a point; thence run South 80 degrees, 40 minutes, 28 seconds East for a distance of 246.91 feet to a point; thence run South 00 degrees, 40 minutes, 24 seconds West for a distance of 182.00 feet to a point; thence run South 41 degrees, 03 minutes 25 seconds East for a distance of 45.00 feet to a point; thence run South 86 degrees, 07 minutes, 29 seconds East for a distance of 201.74 feet to a point; thence run South 10 degrees, 28 minutes, 18 seconds West for a distance of 56.37 feet to the point of beginning; Said parcel containing 483,068 square feet, more or less.

Rev 12/08/09



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