

Alabaster, AL
205 S. Colonial Drive
L/C: 001-0484 – File #43714


20150326000095800 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
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SUBORDINATION , NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is dated March 20, 2015 between **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee Corp. ("Lender"), whose address is P.O. Box 2606, Attn: Investment Dept. 3-3ML, Birmingham, Alabama 35202, and **McDonald's USA, LLC**, a Delaware limited liability company ("Tenant") having its offices at One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal, L/C: 001-0484.

PRELIMINARY STATEMENTS

A. Tenant has executed Ground Lease dated March 22, 2007, as supplemented by that Notice of Lease Term dated August 19, 2010 and recorded with the Shelby County Judge of Probate, Alabama ("the Recording Authority") as Document No. 20100913000297220 (collectively, the "Lease"), as evidenced by Memorandum of Lease dated April 5, 2007 and recorded with the Recording Authority as Document 20070411000168550, with Highway 11/31, LLC, a Delaware limited liability company ("Landlord") for the premises described in Exhibit A (the "Demised Premises").

B. Lender intends to grant a mortgage, deed of trust, or deed to secure debt on the Demised Premises or a portion of the Demised Premises and covenants and represents that such mortgage, deed of trust, or deed to secure debt, security agreement and all other applicable loan documents, (individually and collectively, the "Mortgage") will be recorded with the Recording Authority. If the Mortgage is not fully executed and recorded with the Recording Authority, and a validly recorded copy delivered to Tenant within sixty (60) days of Tenant's execution of this Agreement, this Agreement will automatically terminate and be of no further force and effect.

C. Tenant and Lender desire to establish certain rights, safeguards, obligations, and priorities with regard to their respective interests by means of this Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Lender and Tenant agree as follows:

1. Provided the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure the defaults), then:

(a) Notwithstanding any contrary terms in the Mortgage or the note which the document secures, Tenant's right of possession to the Demised Premises and Tenant's other rights arising out of the Lease will not be affected or disturbed by Lender in the exercise of any of Lender's rights under the Mortgage or the note which the Mortgage secures or otherwise. Further, Tenant will not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of Tenant's rights under the Lease.

(b) In the event Lender or any other person acquires title to the Demised Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease will not be terminated or affected by the foreclosure, conveyance or sale in any such

proceeding. Lender covenants that any sale by Lender of the Demised Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, and any sale or transfer of the Mortgage or note which the Mortgage secures, will be made subject to the Lease and the rights of Tenant under the Lease, and Tenant covenants and agrees to attorn to Lender, or such person, as its new Landlord, and the Lease will continue in full force and effect as a direct Lease between Tenant and Lender, or such other person, upon all of the terms, covenants, conditions and agreements set forth in the Lease. However, in no event will Lender or such person be:

- (i) liable for any act or omission of Landlord; or
- (ii) bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance unless such pre-paid or additional rent was paid pursuant to the terms of the Lease.

2. All notices under this Agreement will be in writing and sent by U.S. certified mail return receipt requested or nationally recognized overnight courier. If intended for Lender, the notice will be sent to the address set forth above, and if intended for Tenant, the notice will be sent to the address set forth above. Any party may lodge a change of address by sending notice of such change to the other party in the manner provided under this Section. Each notice will be deemed to have been given at the time it is deposited in the United States Mail or with the overnight courier.

3. Subject to the terms of Article 1, the Lease is subject and subordinate to the lien of the Lender and to all advances made or to be made and to any renewals or extensions; provided, however, that all renewals and extensions are subject to the terms of this Agreement.

4. The above provisions will be self-operative and effective without the execution of any further instruments on the part of either party. However, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant agrees to attorn such other instruments as either will reasonably request in order to comply with these provisions.

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

6. This Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]



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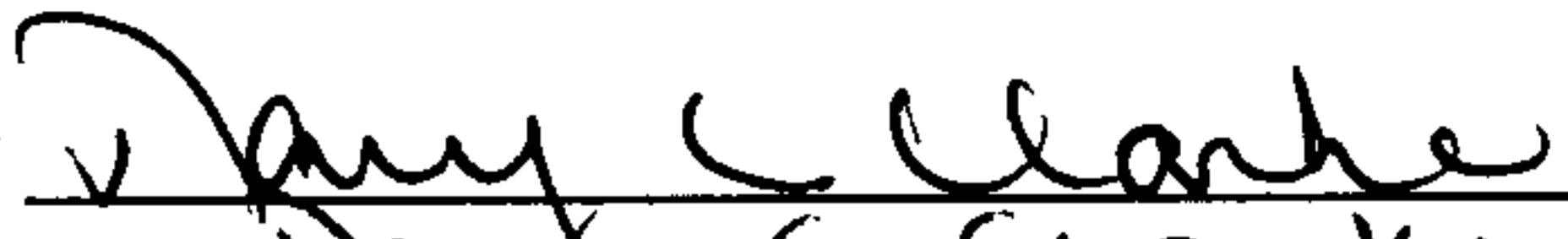
To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LENDER:

PROTECTIVE LIFE INSURANCE COMPANY
a Tennessee Corporation

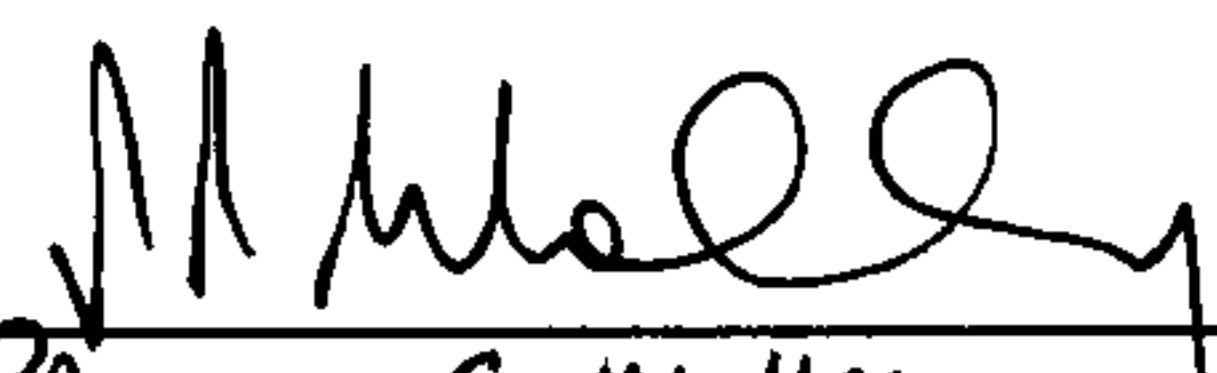
By 
Name AMY E. MERTLER
Title VICE PRESIDENT
INVESTMENTS

ATTEST:

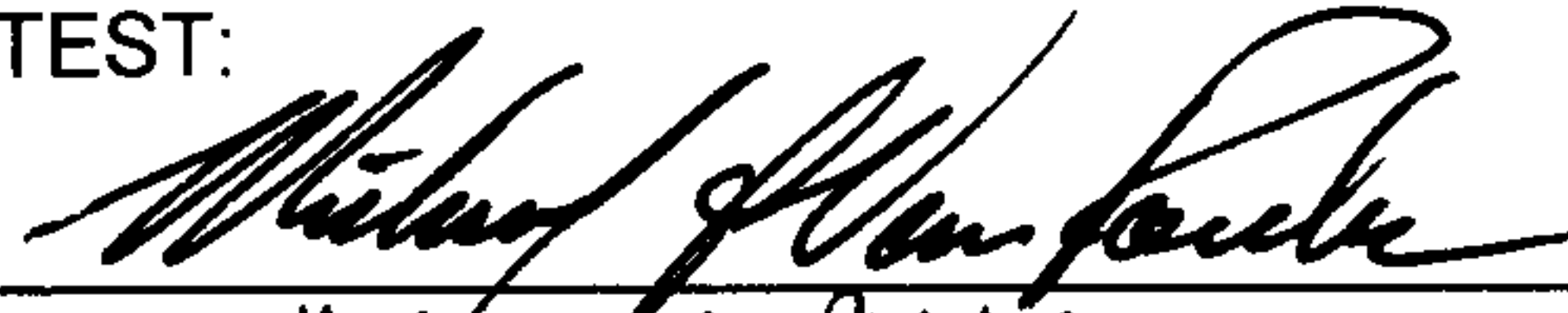
By 
Name Donny C. Clarke
Title Asst. Secretary

TENANT:

McDONALD'S USA, LLC,
a Delaware limited liability company

By  RLW
Name PAPPAS G. MOLLOY
Title US ASSISTANT SECRETARY

ATTEST:

By 
Name MICHAEL J. VAN PELT
Title SENIOR COUNSEL



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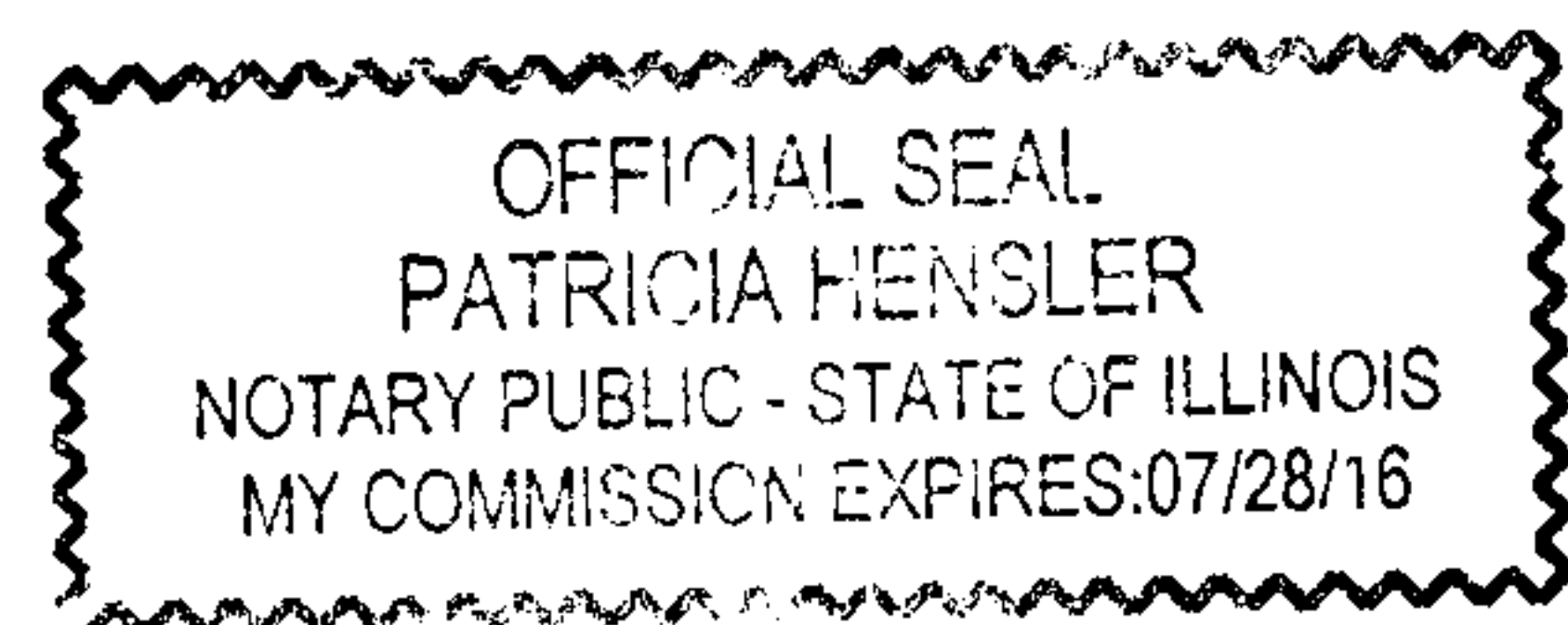
State of Illinois
County of DuPage

I, PATRICIA HENSLEY a Notary Public in and for said County in said State, hereby certify that PADRAIC G. MULLOY whose name as US Assistant Secretary of McDONALD'S USA, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, ~~he~~ she, as such US Assistant Secretary and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 11th day of FEBRUARY, 2015.

[Signature]
Notary Public

My Commission Expires: 7.28.16



State of AZ
County of Jefferson

I, Rebecca T. Carter a Notary Public in and for said County in said State, hereby certify that Amy E. Mortler whose name as Vice President of PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, ~~he~~ she, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23rd day of March, 2015.

Rebecca T. Carter
Notary Public

My Commission Expires: 4/24/17

Expires:




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EXHIBIT A
Legal Description of the Demised Premises

OUTPARCEL 4-1 – PROPOSED LOT 9

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 673.67 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE RUN NORTH 20 DEGREES 13 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 93.26 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 01 MINUTE 02 SECONDS AND A RADIUS OF 20.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 31.42 FEET; THENCE RUN NORTH 69 DEGREES 47 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 201.44 FEET TO A POINT ON U.S. HIGHWAY 31; THENCE RUN SOUTH 20 DEGREES 39 MINUTES 53 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 127.40 FEET; THENCE RUN SOUTH 20 DEGREES 02 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 78.74 FEET; THENCE RUN NORTH 87 DEGREES 31 MINUTES 35 SECONDS WEST, LEAVING SAID RIGHT OF WAY, FOR A DISTANCE OF 240.81 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 35,374.10 SQUARE FEET OR .81 ACRE.

The above described property is all or part of the property conveyed to Colonial Realty Limited Partnership by Ground Lease, dated December 1, 2005, a Memorandum of which dated as of December 1, 2005 and recorded January 11, 2006, as Instrument No. 20060111000019860, in the Shelby County Records; said interest being assigned to Highway 31 Alabaster Two, LLC by Assignment dated as of December 20, 2005 and recorded on January 11, 2006 as Instrument No. 20060111000019870 and Instrument No. 20060111000019880 in the Shelby County Records.

TOGETHER WITH:

OUTPARCEL 4-2 – PROPOSED LOT 8

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 673.67 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE RUN NORTH 20 DEGREES 13 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 93.26 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 01 MINUTE 02 SECONDS AND A RADIUS OF 20.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 31.42 FEET; THENCE RUN NORTH 69 DEGREES 47 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 201.44 FEET TO A POINT ON U.S. HIGHWAY 31; THENCE RUN SOUTH 20 DEGREES 39 MINUTES 53 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 127.40 FEET; THENCE RUN SOUTH 20 DEGREES 02 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 78.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE FOR A DISTANCE OF 14.03 FEET; THENCE RUN SOUTH 69 DEGREES 47 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 202.12 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 58 SECONDS AND A RADIUS OF 20.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 31.41 FEET; THENCE RUN NORTH 20 DEGREES 13 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 86.90 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 240.81 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 13,347.26 SQUARE FEET OR .30 ACRE.

The above described property is all or part of the property conveyed to Landlord by Deed, dated January 12, 2006, recorded on January 13, 2006, as Instrument No. 20060113000022840, in the Shelby County Records.



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