

**Subordination, Non-Disturbance and
Attornment Agreement**

Best Buy #1162

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 20th day of March, 2015 by and between **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee corporation ("Lender") **BEST BUY STORES, L.P.**, a Virginia limited partnership ("Tenant") and **HIGHWAY 11/31, LLC**, an Alabama limited liability company ("Landlord").

RECITALS:

A. Lender is the present owner and holder of a certain mortgage, deed of trust, deed to secure debt or similar security agreement dated March 26, 2015, given by Landlord to Lender (the "Security Instrument") which encumbers the leasehold estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property") and which secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note, dated March 26, 2015, given by Landlord to Lender (the "Note"); and

B. Tenant is the holder of a leasehold estate in a portion of the Property pursuant to the provisions of a certain Sublease, described as follows (collectively the "Sublease"): (i) a Sublease dated April 10, 2006, (ii) a Memorandum of Sublease dated April 10, 2006, (iii) a First Amendment to Lease dated June 6, 2007, (iv) a First Amendment to Sublease dated August 26, 2013; and

C. Tenant has agreed to subordinate the Sublease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Sublease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. Provided that the proceeds of any insurance recovery or condemnation award shall be used for the purposes stated in the Sublease, Tenant agrees that the Sublease, as the same may hereafter be modified, amended or extended, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Security Instrument and the lien thereof, including, without limitation, all renewals, increases, modifications, consolidations and extensions thereof.

2. Non-Disturbance. So long as Tenant is not in default under the Sublease beyond any applicable notice and cure periods, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall

not result in the termination of the Sublease or disturb the Tenant's possession, quiet enjoyment or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Security Instrument shall be made subject to all rights of Tenant under the Sublease. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation, to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. After its receipt of notice from Lender or any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") of the completion of a foreclosure under the Security Instrument or that Lender or Acquiring Party has received a conveyance of the Property in lieu of foreclosure or otherwise obtained the right to possession of the Property, Tenant will be considered to have attorned to and recognized Lender or Acquiring Party as its substitute landlord under the Sublease, and Tenant's possession, quiet enjoyment and use of the Property will not be disturbed. The foregoing provision will be self-operative, and will not require the execution of any further instrument or agreement by Tenant to effectuate the attornment and recognition. The attornment and recognition of a substitute landlord will be upon all of the terms set forth in the Sublease.

4. No Liability. Lender and Tenant agree that if Lender or any Acquiring Party shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Sublease shall not be terminated or affected thereby but shall continue in full force and effect as a direct sublease between Lender or any Acquiring Party and Tenant upon all of the terms, covenants and conditions set forth in the Sublease and in that event, Tenant agrees to attorn to Lender or Acquiring Party and Lender or Acquiring Party agree to accept such attornment, provided, however, that Lender or Acquiring Party shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), unless Lender has been given written notice thereof and the same time to cure as afforded Landlord under the Sublease; or

(b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord) unless Lender has been given written notice thereof and the same time to cure as afforded Landlord under the Sublease; or

(c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Landlord), unless such prepayment is required under the Sublease; or

(d) bound by any amendment or modification of the Sublease which would (i) change the term of the Sublease or the fixed rent specified therein, or (ii) Change a material provision of the Sublease that would (1) increase Landlord's obligation thereunder or decrease Tenant's obligation thereunder, and (2) materially and adversely affect Lender's interest made without Lender's prior written consent; or

(e) liable to Tenant beyond Lender's interest in the Property and the rents, income, receipts, revenues and profits arising therefrom it being agreed that Tenant shall have no recourse to any other assets of Lender.

5. Rent. Tenant hereby agrees to and with Lender that upon receipt from Lender of a notice of any default by Landlord under the Security Instrument, Tenant will pay to Lender directly all rents, additional rents, and other sums due under the Sublease. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Security Instrument, or to inquire into the existence of default by Landlord under the Security Instrument. In the event of the foregoing, Landlord hereby authorizes Tenant to pay to Lender directly all rents, additional rents, and other sums due under the Sublease and hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant under the Sublease to make such payment to Landlord. In addition, Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, causes of actions, demands, liabilities and losses of any kind or nature, including but not limited to attorney's fees and expenses, sustained by Tenant as a result of its payment of the rent, additional rents, and other sums due under the Sublease directly to Lender in accordance with the terms and conditions hereof.


6. Lender's Consent. Unless Lender shall give its written consent to the same (which consent shall be obtained by Landlord), (a) Lender shall not be bound by any agreement amending or modifying the Sublease which would change the term of the Sublease or the fixed rent specified therein, and (b) Lender shall not be bound by any prepayment of the rents, additional rents or other sums due under the Sublease for more than one (1) month in advance of the due dates thereof, unless such prepayment is required under the terms of the Sublease.

7. Lender to Receive Notices. Tenant shall provide Lender with copies of all written notices of any default by Landlord sent to Landlord pursuant to the Sublease simultaneously with the transmission of such notices to the Landlord. Lender shall have the right to remedy any Landlord default under the Sublease, or to cause any default of Landlord under the Sublease to be remedied during the same time period as Landlord as set forth in the Sublease. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Sublease with the same force and effect as though performed by Landlord.

8. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if given in accordance with the provisions of the Sublease and addressed as follows:

If to Tenant:

Best Buy Stores, L.P.
7601 Penn Avenue South
Richfield, MN 55423
Attn: Legal Department - Real Estate



20150326000095810 3/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

with a copy to:

Robins Kaplan LLP
2800 LaSalle Plaza
800 LaSalle Avenue

Minneapolis, MN 55402
Attention: Steven A. Schumeister, Esq.

If to Lender: Protective Life Insurance Company
PO Box 2606
Birmingham, AL 35202
Attention: Investment Dept 3-3ML

If to Landlord: Highway 11/31, LLC
c/o American Retail Maintenance, LLC
PO Box 130777
Birmingham, AL 35213
Attention: Bill Leitner

or to such other address in the United States as such party from may from time to time designate by written notice to the other parties. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice or consent by either (i) one (1) business day after sending by an overnight courier service, or (ii) two (2) business days after sending by registered or certified mail, return receipt requested, addressed to the other party as indicated above, or at such other address in the United States as may be specified from time to time in writing by either party. Any notice or consent given hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Landlord and Tenant and their respective successors and assigns.

10. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise to which Tenant has received written notice of. The terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively.

11. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto, or if the Note is paid in full, this Agreement shall automatically terminate.

12. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Inapplicable Provisions. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such

provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

14. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. This Agreement shall not be binding upon Tenant until a fully executed copy hereof has been returned to it.

15. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

16. Tenant's Personal Property. It is expressly agreed to between Lender, Landlord and Tenant that in no event shall the Security Instrument cover or encumber (shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs, inventory, or other personal property at any time placed in, on or about the Property.

IN WITNESS WHEREOF, Lender, Landlord and Tenant have duly executed this Agreement as of the date first above written.


[SIGNATURES ON NEXT PAGE.]



20150326000095810 5/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

LENDER:

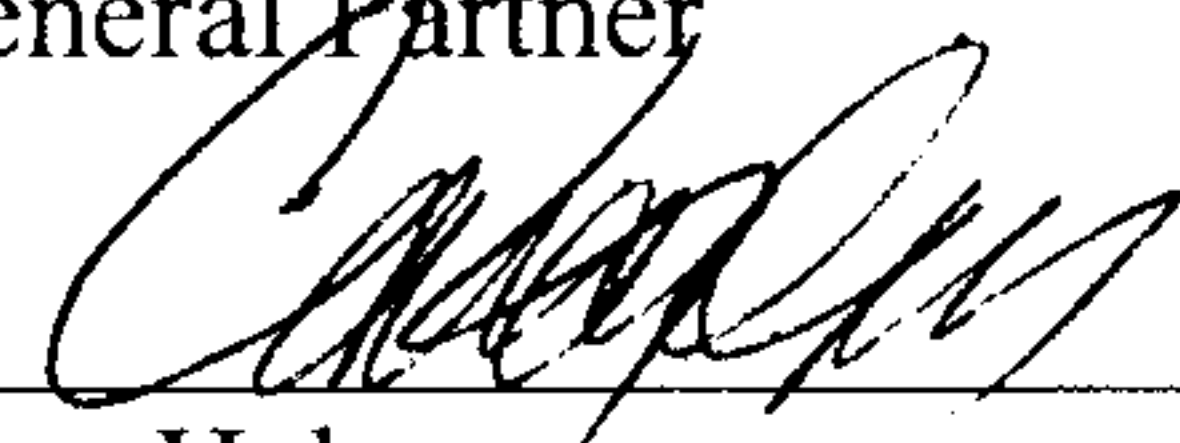
PROTECTIVE LIFE INSURANCE COMPANY, a _____
Tennessee corporation

By: 
Name: AMY E. MERTLER
Title: VICE PRESIDENT
Date: 3-19-15
INVESTMENTS

TENANT:

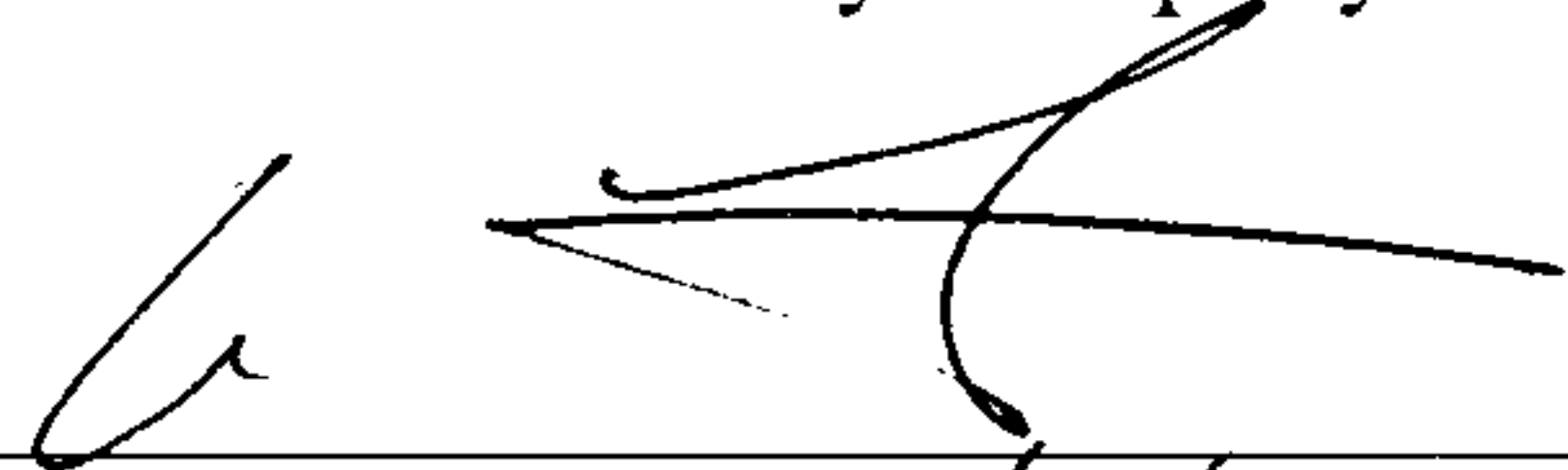
BEST BUY STORES, L.P.,
a Virginia limited partnership


By: BBC Property Co.,
a Minnesota corporation
Its: General Partner

By: 
Name: Cara Helper
Title: Authorized Signatory
Date: 3/2/2015

LANDLORD:

HIGHWAY 11/31, LLC,
an Alabama limited liability company

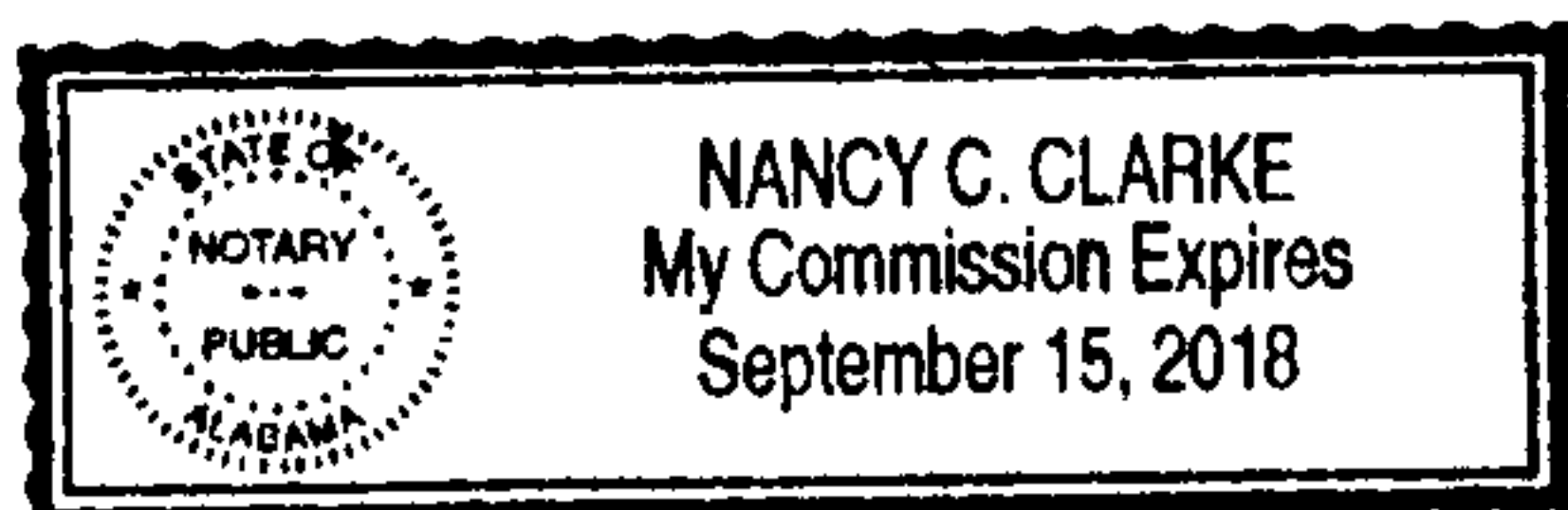
By: 
Name: William L. Linton
Title: Manager
Date: 3/9/15


20150326000095810 6/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

STATE OF Alabama)
) ss.
COUNTY OF Jefferson)

On Mar 20, 2015, before me, Nancy C. Clarke, a Notary Public in and for said State, personally appeared Amy E. Mentle of **PROTECTIVE LIFE INSURANCE COMPANY**., a Tennessee corporation, 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 he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nancy C. Clarke
Notary Public
My Commission Expires: 9-15-18

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

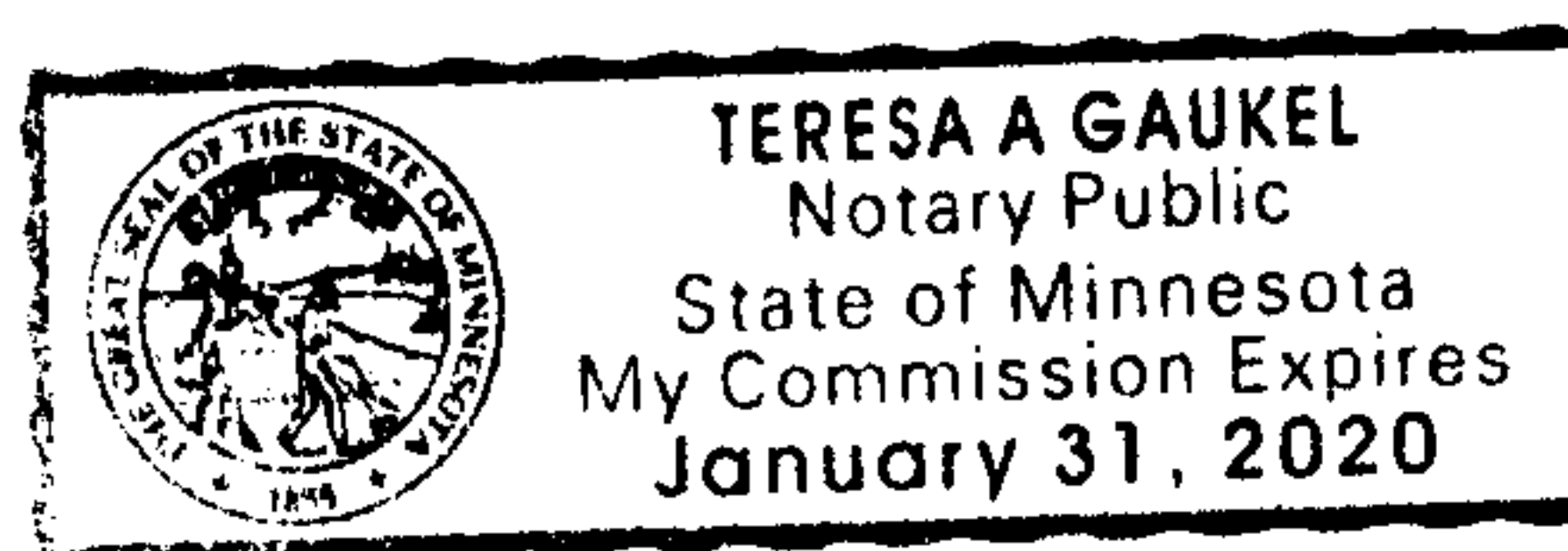
On March 2, 2015, before me, Teresa A. Gaukel, Notary Public in and for said State, personally appeared Cara Helper, Authorized Signatory of BBC Property Co., a Minnesota corporation, the general partner of **BEST BUY STORES, L.P.**, a Virginia limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



20150326000095810 7/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

Teresa A. Gaukel
Notary Public
My Commission Expires January 31, 2020



STATE OF Alabama)
) ss.
COUNTY OF Jefferson)

On March 20, 2015, before me, Melanie Thomas, a Notary Public in and for said State, personally appeared William Geimer, Manager of **HIGHWAY 11/31, LLC**, an Alabama limited liability company, 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 he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Melanie Carol Thomas
Notary Public
My Commission Expires: 4-28-18



20150326000095810 8/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

EXHIBIT A TO SNDA

Legal Description of Shopping Center

[See attached.]



20150326000095810 9/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

EXHIBIT A

Legal Description

GROUND LEASE PARCEL

A parcel of land situated in the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the said Northwest one-quarter of the Northeast one-quarter and run North 00 degrees 28 minutes 59 seconds East along the West line for a distance of 1264.19 feet to a point on the Southwesternmost right of way line of U.S. Highway 31 (right of way varies); thence run South 50 degrees 58 minutes 28 seconds East along said right of way for a distance of 290.23 feet to the point of commencement of curve to the right, said curve having a radius of 2192.01 feet, a central angle of 14 degrees 27 minutes 05 seconds, a chord bearing of South 40 degrees 48 minutes 44 seconds East for a chord distance of 551.41 feet; thence run along arc of said curve and along said right of way for a distance of 552.88 feet; thence run South 56 degrees 37 minutes 09 seconds West along said right of way for a distance of 29.99 feet to the point of commencement of a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 09 degrees 55 minutes 58 seconds, a chord bearing of South 28 degrees 40 minutes 35 seconds East for a chord distance of 374.33 feet; thence run along arc of said curve and along said right of way for a distance of 374.80 feet; thence run North 64 degrees 12 minutes 56 seconds East along said right of way for a distance of 28.61 feet; thence run South 20 degrees 39 minutes 53 seconds East along said right of way for a distance of 317.62 feet; thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 78.74 feet to a point on the South line of said quarter-quarter; thence leaving said right of way, run North 87 degrees 31 minutes 35 seconds West along said South line for a distance of 916.78 feet to the POINT OF BEGINNING.

AND

DEVELOPER PARCEL 1

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Southwest one-quarter of the Northeast one-quarter and run North 87 degrees 51 minutes 24 seconds West along the South line of said quarter-quarter for a distance of 716.00 feet; thence leaving said South line, run North 22 degrees 00 minutes 08 seconds West for a distance of 295.00 feet to the POINT OF BEGINNING; thence run North 89 degrees 10 minutes 01 seconds West for a distance of 297.23 feet to a point on the Easternmost right of way line of Interstate 65 (right of way varies); thence run North 24 degrees 39 minutes 45 seconds West along said right of way for a distance of 303.47 feet; thence leaving said right of way, run North 69 degrees 47 minutes 27 seconds East for a distance of 169.72 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 30.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of



20150326000095810 10/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

273.86 feet; thence run North 58 degrees 46 minutes 41 seconds East for a distance of 30.56 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 343.11 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 82.05 feet to the point of commencement of a curve to the left, said curve having a radius of 287.00 feet, a central angle of 10 degrees 14 minutes 21 seconds, a chord bearing of South 25 degrees 20 minutes 31 seconds East for a chord distance of 51.09 feet; thence run along arc of said curve for a distance of 51.16 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 145.77 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 241.45 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 207.90 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 135.72 feet; thence run South 22 degrees 00 minutes 08 seconds East for a distance of 84.31 feet to the POINT OF BEGINNING.

AND

DEVELOPER PARCEL 2

A parcel of land situated in part of the Northeast one-quarter of the Northwest one-quarter, the Southeast quarter of the Northwest quarter, the Northwest one-quarter of the Northeast one-quarter and the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section; thence run South 87 degrees 31 minutes 35 seconds East along the South line of said quarter-quarter for a distance of 174.79 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 142.65 feet to the point of commencement of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 28 degrees 15 minutes 58 seconds, a chord bearing of North 85 degrees 08 minutes 01 seconds West for a chord distance of 134.30 feet; thence run along arc of said curve for a distance of 135.67 feet to the point of commencement of a curve to the left, said curve having a radius of 40.00 feet, a central angle of 117 degrees 39 minutes 27 seconds, a chord bearing of North 50 degrees 10 minutes 15 seconds East for a chord distance of 68.45 feet; thence run along arc of said curve for a distance of 82.14 feet; thence run North 08 degrees 39 minutes 29 seconds West for a distance of 210.88 feet; thence run North 05 degrees 08 minutes 18 seconds East for a distance of 343.64 feet; thence run South 89 degrees 27 minutes 02 seconds East for a distance of 46.08 feet; thence run South 00 degrees 28 minutes 59 seconds West for a distance of 548.72 feet to the POINT OF BEGINNING.

AND

OUTPARCEL 5-2

A parcel of land situated in part of the Southwest one-quarter of the Northeast one-quarter and the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:



20150326000095810 11/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

A-Z

104

Commence at the Southeast corner of the said Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of North 24 degrees 09 minutes 33 seconds West for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to a point on a spiral curve; thence run North 19 degrees 05 minutes 03 seconds West for a chord distance of 182.06 feet to a point on a spiral curve; thence run North 18 degrees 10 minutes 10 seconds West for a chord distance of 53.16 feet; thence leaving said spiral curve, run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 197.87 feet to the POINT OF BEGINNING; thence leaving said right of way, 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 radius of 20.00 feet, a central angle of 89 degrees 58 minutes 58 seconds, a chord bearing of North 65 degrees 13 minutes 04 seconds West for a chord distance of 28.28 feet; thence run along 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 to a point on the North line of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run South 87 degrees 31 minutes 35 seconds East along said North line for a distance of 240.81 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies); thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 14.03 feet to the POINT OF BEGINNING.

Together with those easements, covenants, restrictions and other rights contained in that certain Operation and Easement Agreement by and between Target Corporation, a Minnesota Corporation, Highway 31 Alabaster, LLC and Highway 31 Alabaster Two, LLC, dated January 13, 2006 and recorded in Inst. No. 20060117000026240, in the County of Shelby, Alabama.

A-3

20150326000095810 12/12 \$47.00
Shelby Cnty Judge of Probate, AL
03/26/2015 01:41:13 PM FILED/CERT

105