This document prepared by:
Shannon Dobo-Parent
Publix Super Markets, Inc.
P.O. Box 407
Lakeland, FL 33802-0407

20150904000309950 1/7 $32.00
Shelby Cnty Judge of Probate, AL
09/04/2015 12:20:24 PM FILED/CERT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

#0882 – The Village at Lee Branch, Birmingham, Alabama

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") made this 3rd day of September 2015 among Metropolitan Life Insurance Company, (hereinafter referred to as "Lender"), Publix Alabama, LLC, an Alabama limited liability company, (hereinafter referred to as "Tenant"), and PERA Lee Branch, Inc., a Colorado nonprofit corporation, as successor in interest to AIG Baker Brookstone, LLC, (hereinafter referred to as "Landlord"), with reference to the following facts:

A. Landlord and Tenant have entered into that certain Lease Agreement dated 05/21/2002 as supplemented by Guaranty Agreement effective 05/21/2002 and modified by First Amendment to Lease dated 06/03/2002, Second Amendment to Lease dated 08/21/2002, Third Amendment to Lease dated 06/10/2004 and Fourth Amendment to Lease dated 01/26/2007 (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 Eighteen Million AND NO/100 DOLLARS ($18,000,000.00) secured by that certain mortgage or security deed (hereinafter referred to as the "Mortgage"), dated 9/3, 2015 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.

* 20150904000309910

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 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:

Metropolitan Life Insurance Company
3500 Lenox Road, NE, Suite 1800
Atlanta, GA 30326
Attn: ______________________

Metropolitan Life
Insurance Company
10 Park Avenue
Morristown, NJ 07962
ATTN: Managing Director
Real Estate Investments

Tenant:

Publix Alabama, LLC
c/o Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, FL 33811-3002
Attn: Vice President Real Estate

With a copy to:

Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, FL 33811-3002
Attn: General Counsel

Landlord:

PERA Lee Branch, Inc.
c/o L&B Realty Advisors, LLP
8750 N. Central Expressway, Suite 800
Dallas, TX 75231

Attn: Asset Manager – Lee Branch

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; and,

(d) Lender shall not be bound by any amendment or modification of the Lease which modifies Rent or reduces 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.

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.

16. Tenant hereby represents, warrants and covenants to Lender, either that (i) it is regulated by the SEC, FINRA or the Federal Reserve (a "**Regulated Entity**"), or is a wholly-owned subsidiary or wholly-owned affiliate of a Regulated Entity or (ii) neither it nor any person or entity that directly or indirectly (a) controls it or (b) has an ownership interest in it of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("**OFAC List**") published by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury.

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

K Ezulike
(Print Name) Kuukuranh Ezulike

Arun Singh
(Print Name) ARUN SINGH
Two Witnesses

LENDER:

By: Thomas Ryan
Name: Thomas Ryan
As its: Director

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Fulton

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1 day of September, 2015 by Thomas Ryan, as Director of Metropolitan Life Insurance, a ~~Florida~~ corporation, on behalf of the corporation. Such person is personally known to me or produced ____________ as identification.

(NOTARY SEAL) New York

Printed/typed name: Brandon Young
Notary Public-State of: Georgia
My commission expires: August 22, 2017
Commission number: W-601841 66

BRANDON YOUNG
NOTARY PUBLIC
FULTON COUNTY, GEORGIA

20150904000309950 4/7 $32.00
Shelby Cnty Judge of Probate, AL
09/04/2015 12:20:24 PM FILED/CERT

TENANT

PUBLIX ALABAMA, LLC, an Alabama limited liability company

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

Tiffany Powella
(Print Name) Tiffany Powella
Two Witnesses

By:
Jeffrey Chamberlain,
President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 27th day of August, 2015 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)

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

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

20150904000309950 5/7 $32.00
Shelby Cnty Judge of Probate, AL
09/04/2015 12:20:24 PM FILED/CERT

LANDLORD:

By: [signature]
Name: Terry A. Wilson
As its: Vice President

[CORPORATE SEAL]

[signature]
(Print Name) Mike Fantl

[signature]
(Print Name) PETER FORAN
Two Witnesses

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 1st day of September, 2015 by TERRY A. WILSON, as Vice President of PERA LEE BRANCH, INC., a ~~Florida~~ Colorado nonprofit corporation, on behalf of the corporation. Such person is personally known to me or produced ——— as identification.

(NOTARY SEAL)

NORMA SUE CENICEROS
Notary Public, State of Texas
My Commission Expires
October 03, 2017

[signature]
Printed/typed name: NORMA CENICEROS
Notary Public-State of: TEXAS
My commission expires: 10-3-17
Commission number: ———

EXHIBIT A

STORE NO.: ____________

SITE: U.S. 280, SHELBY COUNTY, ALABAMA

SHOPPING CENTER: THE VILLAGE AT LEE BRANCH

STOREROOM: 54,340 Square Feet

20150904000309950 7/7 $32.00
Shelby Cnty Judge of Probate, AL
09/04/2015 12:20:24 PM FILED/CERT

EXHIBIT "B"

Shopping Center Tract Legal Description

A parcel of land lying in the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter and the Northeast quarter of the Southwest quarter all in Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being bounded on the South by the proposed Asbury Road, the West by the West line of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and the East partially by U.S. Highway 280, being more particularly described as follows:

COMMENCE at a found 2" capped pipe, said pipe purported to be the Southwest corner of the Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence along the West line of said quarter-quarter section N00°30'04"W for 595.18 feet to a point lying on the Northerly right of way margin of proposed Asbury Road, said point also known as the POINT OF BEGINNING of herein described parcel; thence continuing along the West line of said quarter-quarter section N00°30'04"W for 391.97 feet to a found rebar; thence N88°41'32"E for 1335.96 feet to a found 2 inch open top iron; thence S00°25'08"E for 520.11 feet to a point; thence N88°49'06"E for 165.30 feet to a point lying on the Westerly right of way margin of U.S. Highway 280; thence along said Westerly right of way margin S03°59'20"W for 32.93 feet to a point which lies at the intersection of said Westerly right of way margin of U.S. Highway 280 and the Northerly right of way margin of proposed Asbury Road; thence leaving said Westerly right of way margin of U.S. Highway 280 and proceeding along the Northerly right of way margin of proposed Asbury Road S82°20'46"W for 139.77 feet to a point; thence continuing along said Northerly right of way margin of proposed Asbury Road S76°26'44"W for 126.46 feet to a point; thence continuing along said Northerly right of way margin of proposed Asbury Road S82°20'46"W for 19.86 feet to a point, said point lying at the beginning of a curve to the left, said curve having a radius of 362.50 feet, a central angle of 48°47'28" and a chord which bears S57°57'02"W for 299.45 feet; thence proceed Southwesterly along the arc of said Northerly right of way margin of proposed Asbury Road for 308.69 feet to a point, thence continuing along the Northerly right of way margin of proposed Asbury Road S33°33'18"W for 110.93 feet to a point, said point lying at the beginning of a curve to the right, said curve having a radius of 462.50 feet, a central angle of 62°37'09" and a chord which bears S64°51'52"W for 480.69 feet; thence proceed Southwesterly along the arc of said Northerly right of way margin of proposed Asbury Road for 505.47 feet to a point, said point being the beginning of a non-tangent curve to the right, said curve having a radius of 469.00 feet, a central angle of 14°57'09" and a chord which bears N82°12'48"W for 122.05 feet; thence proceed Westerly along the arc of said Northerly right of way margin of proposed Asbury Road for 122.40 feet to a point, said point being the beginning of a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 58°50'10" and a chord which bears

N39°31'31"W for 466.62 feet; thence proceed Northwesterly along the arc of said Northerly right of way margin of proposed Asbury Road for 487.77 feet to a point; thence continuing along said Northerly right of way margin of proposed Asbury Road N10°06'25"W for 194.85 feet to a point, said point being the beginning of a curve to the left, said curve having a radius of 600.00 feet, a central angle of 06°24'18" and a chord which bears N13°18'35"W for 67.04 feet; thence proceed Northwesterly along the arc of said Northerly right of way margin of proposed Asbury Road for 67.07 feet to the POINT OF BEGINNING.

Said parcel containing 1136804.9 square feet or 26.10 acres more or less.