


When recorded return to:

Prepared by:
Stacy S. Gray, Esq.
Belk Stores Services, Inc.
2801 West Tyvola Road
Charlotte, NC 28217


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**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (this "Agreement") made as of the 15th day of October, 2015, between **BARCLAYS BANK PLC** (hereinafter referred to as "Lender"), and **BELK, INC.** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Propst Alabaster, LLC, successor in interest to Colonial Realty Limited Partnership (hereinafter referred to as "Landlord") and Tenant have entered into a certain lease agreement, dated March 9, 2004, as subsequently revised and/or supplemented, a memorandum of which, dated March 9, 2004, has been filed as Instrument No. 20040623000343650, in the Shelby County, Alabama, public registry (hereinafter, together with all revisions, amendments, assignments and/or supplements thereto, collectively referred to as the "Lease"), relating to certain premises occupied by Tenant under said Lease in Alabaster Promenade Shopping Center, Alabaster, Shelby County, Alabama (hereinafter referred to as the "Premises"); and

WHEREAS, Lender has made or has committed to make a loan, which loan is to be secured by a mortgage (hereinafter, together with all revisions, amendments, assignments and/or supplements thereto, collectively referred to as the "Mortgage") to Lender covering, among other property more particularly described on Exhibit A annexed hereto and by this reference fully incorporated herein, the Premises; and

WHEREAS, 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, paid by each party to the other, 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. Subject to the terms of this Agreement, Lender and Tenant do hereby covenant and agree that the Lease and all rights, options, liens and charges created thereby are 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.

2. Lender does hereby agree with Tenant that, so long as Tenant materially complies with and performs its obligations under the Lease, (a) Lender will take no action which will terminate the Lease or interfere with or disturb Tenant's possession or use of the Premises or other rights under the Lease, and (b) in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Premises shall be subject to the Lease, which shall continue in full force and effect, and Lender will recognize the Lease and Tenant, as the tenant of the Premises, for the remainder of the term of the Lease (including any options to extend the same effectively exercised by Tenant) in accordance with the provisions thereof; provided, however, that Lender shall not be liable for any act or omission of any prior landlord, including Landlord, or subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord, except those which arose out of such landlord's default under the Lease and about which Tenant had notified Lender and given Lender the same opportunity to cure same as is afforded to Landlord under the Lease, nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, Tenant will attorn to and recognize Lender 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.

4. As 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 under and pursuant to the terms and provisions of the Lease. 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 not be obligated 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 done and performed by Landlord.

5. Tenant acknowledges that Landlord may execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to any such assignment.

6. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally or sent by nationally recognized overnight courier or by registered or certified United States mail, postage prepaid, to the other party at such address within the continental United States of America as may have theretofore been designated in writing. The date of personal delivery or the date of delivery to such courier or the date of mailing, as the case may be, shall be the date of such notice, election or demand. For the purposes of this Agreement:

The address of Lender is:

Barclays Bank PLC
745 Seventh Avenue
New York, NY 10019
Attn: Francis X. Gilhool, Managing Director

The address of Tenant is:

Belk (Alabaster, AL)
c/o Belk Stores Services, Inc.
2801 West Tyvola Road
Charlotte, NC 28217-4500
Attn: Executive Vice President - Real Estate

7. If this Agreement shall not be executed by Lender and at least one (1) fully executed,


original counterpart thereof returned to Tenant's counsel within ninety (90) days after the date of Tenant's execution hereof (as evidenced by the date of notarial acknowledgment of such execution), then this Agreement (as well as any estoppel certificate executed by Tenant contemporaneously herewith) shall, at Tenant's sole option, be deemed null and void ab initio and of no force nor effect whatsoever. Tenant's counsel, for purposes hereof, is Stacy S. Gray, Esq., 2801 West Tyvola Road, Charlotte, NC 28217-4500.

8. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located. If there is any conflict or inconsistency between this Agreement and the Lease, this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute this Agreement.

9. This Agreement may not be altered, modified or amended except in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. 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. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

[signatures on following page]


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LENDER:

BARCLAYS BANK PLC,
a public Company registered in England and Wales

By: 

Name: Michael S. Birajiclian

Title: Authorized Signatory

Address for Notices:

745 Seventh Avenue

New York, New York 10019

Attn: Michael S. Birajiclian

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 16th day of September, in the year 2015, before me, the undersigned, a notary public in and for said state, personally appeared Michael Birajiclian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in its capacity and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.


Notary Public

NATASHA BAVARO
Notary Public, State of New York
Registration #01BA6228585
Qualified In New York County
Commission Expires September 20, 2018



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SNDA

"TENANT"

BELK, INC.

By: Gregory V. Wilson
Gregory V. Wilson, Vice President

STATE OF NORTH CAROLINA

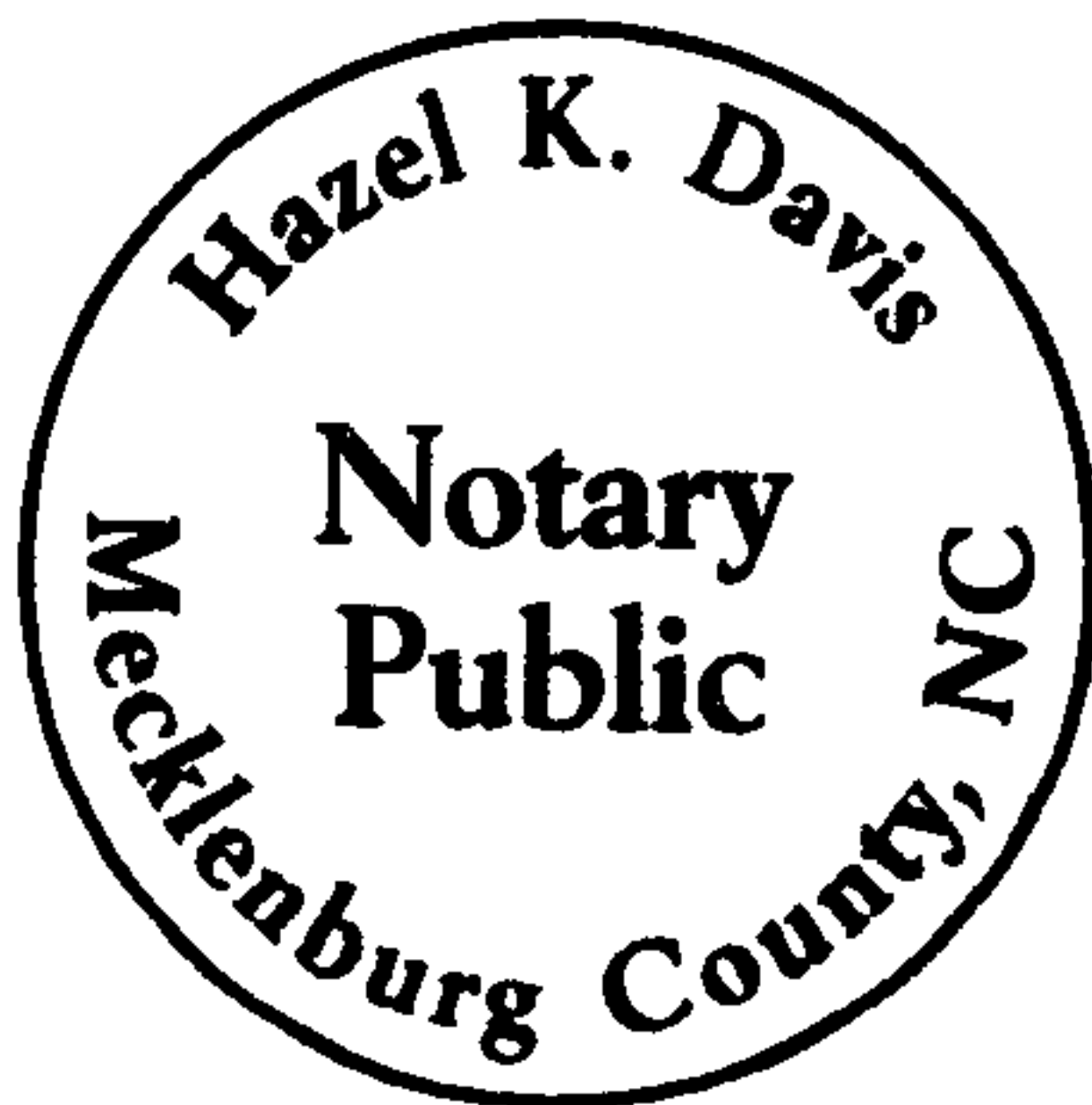
COUNTY OF MECKLENBURG

I, Hazel K. Davis, a Notary Public in and for said County and State, do hereby certify that Gregory V. Wilson personally came before me this day and acknowledged that he is Vice President of Belk, Inc., a corporation, and that he as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 9th day of September 2015.

Hazel K. Davis
Notary Public

My Commission Expires: 11-28-2017



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EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the Southeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 1965.36 feet to a point on the Easterly Right-of-Way line of Interstate Drive; thence 84°15'29" to the right in a Northerly direction along said Right-of-Way line a distance of 428.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 25.00 feet and a central angle of 86°31'11"; thence in a Northerly, Northeasterly and Easterly direction (leaving said Right-of-Way line) along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 491.10 feet to a point; thence 93°42'51" to the left in a Northerly direction a distance of 60.12 feet to the POINT OF BEGINNING of the parcel described herein; thence 86°17'09" to the left in a Westerly direction a distance of 514.15 feet to the P.C. (point of curve) of a curve to the right having a radius of 25.00 feet and a central angle of 88°00'27"; thence in a Westerly, Northwesterly and Northerly direction along the arc of said curve a distance of 38.40 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 1600.00 feet and a central angle of 25°47'16"; thence in a Northerly and Northwesterly direction along the arc of said curve a distance of 720.13 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction a distance of 197.69 feet to a point, said point lying on a curve to the left having a radius of 20.00 feet and a central angle of 90°00'00"; thence 180° to the right (angle measured to tangent) in a Southeasterly, Easterly and Northeasterly direction along the arc of said curve a distance of 31.42 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 27.21 feet to the P.C. (point of curve) of a curve to the right having a radius of 224.50 feet and a central angle of 26°54'46"; thence in a Northeasterly and Easterly direction along the arc of said curve a distance of 105.45 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 12.71 feet to the P.C. (point of curve) of a curve to the left having a radius of 30.00 feet and a central angle of 90°00'00"; thence in an Easterly, Northeasterly and Northerly direction along the arc of said curve a distance of 47.12 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 349.55 feet to the P.C. (point of curve) of a curve to the right having a radius of 520.00 feet and a central angle of 32°09'12"; thence in a Northerly and Northeasterly direction along the arc of said curve a distance of 291.81 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 19.24 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of 39.27 feet to the P.T. (point of tangent) of said curve; thence 180° to the right (angle measured to tangent) in a Southeasterly direction a distance of 72.12 feet to a point; thence 31°30'00" to the left in an Easterly direction a distance of 26.79 feet to a point; thence 31°30'00" to the right in a Southeasterly direction a distance of 643.74 feet to a point; thence 85°00'00" to the right in a Southwesterly direction a distance of 111.29 feet to the P.C. (point of curve) of a curve to the left having a radius of 60.00 feet and a central angle of 70°36'50"; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 73.95 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 70.00 feet and a central angle of 96°14'51"; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 60.00 feet and a central angle of 50°38'01"; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 53.02 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 65.00 feet and a central angle of 43°14'23"; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of 48°14'23"; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 518.30 feet to the POINT OF BEGINNING.

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Alabaster, AL Wal-Mart Store #423-03

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15.00 feet and a central angle of $82^{\circ}35'50''$; thence $180^{\circ}00'00''$ to the right (angle measured to tangent) in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 21.62 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 168.92 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of $87^{\circ}32'44''$; thence in a Southeasterly, Easterly and Northeasterly direction along the arc of said curve a distance of 38.20 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 500.00 feet and a central angle of $11^{\circ}41'08''$; thence in a Northeasterly direction along the arc of said curve a distance of 101.98 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 78.08 feet to the P.C. (point of curve) of a curve to the left having a radius of 1000.00 feet and a central angle of $11^{\circ}25'15''$; thence in a Northeasterly direction along the arc of said curve a distance of 199.33 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 2010.00 feet and a central angle of $6^{\circ}07'06''$; thence in a Northeasterly direction along the arc of said curve a distance of 214.64 feet to the P.T. (point of tangent) of said curve; thence $86^{\circ}06'26''$ to the right (angle measured to tangent) in a Southeasterly direction a distance of 585.58 feet to a point; thence 90° to the right in a Southwesterly direction a distance of 40.12 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 82.97 to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 364.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $19^{\circ}53'01''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 19.09 feet to a point; thence $109^{\circ}51'23''$ to the right (angle measured to tangent) in a Northwesterly direction a distance of 222.69 feet to a point; thence $30^{\circ}01'39''$ to the right in a Northwesterly direction a distance of 143.28 feet to a point; thence $30^{\circ}00'$ to the left in a Northwesterly direction a distance of 264.34 feet to a point; thence $67^{\circ}01'20''$ to the left in a Southwesterly direction a distance of 109.58 feet to a point; thence $68^{\circ}45'21''$ to the right in a Northwesterly direction a distance of 88.28 feet to the POINT OF BEGINNING.

Containing 501,497 Square feet or 11.513 Acres.



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Containing 949,253 Square feet or 21.792 Acres.

PARCEL D
LEGAL DESCRIPTION

A parcel of land situated in the East 1/2 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 1965.36 feet to a point on the Easterly Right-of-Way line of Interstate Drive; thence 84°15'29" to the right in a Northerly direction along said Right-of-Way line a distance of 428.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 25.00 feet and a central angle of 86°31'11"; thence in a Northerly, Northeasterly and Easterly direction (leaving said Right-of-Way line) along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 491.10 feet to a point; thence 93°42'51" to the left in a Northerly direction a distance of 578.42 feet to the P.C. (point of curve) of a curve to the right having a radius of 55.00 feet and a central angle of 48°14'23"; thence in a Northerly and Northeasterly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 65.00 feet and a central angle of 43°14'23"; thence in a Northeasterly and Northerly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 60.00 feet and a central angle of 50°38'01"; thence in a Northerly and Northeasterly direction along the arc of said curve a distance of 53.02 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 70.00 feet and a central angle of 96°14'51"; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 60.00 feet and a central angle of 70°36'50"; thence in a Northwesterly, Northerly and Northeasterly direction along the arc of said curve a distance of 73.95 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 111.29 feet to a point; thence 95°00' to the right in a Southeasterly direction a distance of 196.66 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 60.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 840.36 feet to a point; thence 48°39'24" to the right in a Northwesterly direction a distance of 34.63 feet to a point; thence 48°39'24" to the left in a Northwesterly direction a distance of 79.38 feet to the P.C. (point of curve) of a curve to the right having a radius of 1045.00 feet and a central angle of 5°30'48"; thence in a Northwesterly direction along the arc of said curve a distance of 100.55 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction a distance of 67.30 feet to the P.C. (point of curve) of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'; thence in a Northwesterly, Northerly and Northeasterly direction along the arc of said curve a distance of 39.27 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 258.78 feet to a point; thence 85°06'07" to the right in a Southeasterly direction a distance of 112.00 feet to a point; thence 90°36'54" to the left in a Northeasterly direction a distance of 89.17 feet to the P.C. (point of curve) of a curve to the right having a radius of 338.50 feet and a central angle of 22°58'43"; thence in a Northeasterly direction along the arc of said curve a distance of 135.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 165.27 feet to a point; thence 72°32'06" to the right in a Southeasterly direction a distance of 14.15 feet to a point; thence 72°32'06" to the left in a Northeasterly direction a distance of 119.53 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course a distance of 103.40 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of 94°33'00"; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of 41.26 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northwesterly direction a distance of 159.71 feet to the P.C. (point of curve) of a curve to the left having a radius of 15.00 feet and a central angle of 85°26'59"; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve a distance of 22.37 feet to the P.T. (point of tangent) of said curve; thence 180°00'00" to the right (angle measured to tangent) in a Northeasterly direction a distance of 54.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 350.00 feet and a central angle of 11°57'11"; thence in a Northeasterly direction along the arc of said curve a distance of 73.02 feet to a point, said point lying on a curve to the left having a radius of



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