


EXHIBIT "D"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwin J. Faync
Holland & Knight LLP
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, FL 33301


20151217000431050 1/9 \$39.00
Shelby Cnty Judge of Probate, AL
12/17/2015 01:36:37 PM FILED/CERT

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT made as of the 4th day of December, 2015 by and between @ Celco Partnership d/b/a VERIZON WIRELESS, a Delaware limited Partnership ("Tenant") and Protective Life Insurance Co. ("Lender").

WITNESSETH

A. Highway 11/31 II LLC ("Landlord") owns the fee estate in and to certain real property more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with the improvements thereon (the "Improvements") and being more commonly known by the street address 225 South Colonial Drive Alabaster, AL 35007 (the Land and the Improvements are hereinafter referred to collectively as the "Property");

B. Landlord and Tenant entered into a lease dated May 18, 2015 (the "Lease") whereby Landlord, as landlord, leased to Tenant, as tenant, certain premises more particularly described in the Lease (the "Premises") constituting a portion of the Property;

C. Lender is the owner and holder of or is the beneficiary under a certain mortgage, dated March 26, 2015, and recorded on March 26, 2015, in Official Records Book LR 201511 at Page 28394 of the Public Records of Jefferson County, Alabama (which instrument(s), together with all amendments, increases, renewals, modifications, consolidations, replacements, combinations, supplements, substitutions, and extensions thereof, now or hereafter made are hereinafter referred to collectively as the "Mortgage") constituting a first priority lien upon the Landlord's estate in and to the Property; and

D. Landlord has requested and Lender has agreed to recognize the status of Tenant in the event Lender shall acquire the Property (including the Premises) by a power of sale, by a foreclosure, by the acceptance of a deed in lieu thereof, by receivership, and Tenant has agreed to attorn to Lender in any such event.

and as Instrument NO. 2015032600009576
in the Probate Office of Shelby
County, Alabama,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender hereby covenant and agree as follows:

1. Tenant agrees that the Lease and all rights of Tenant under the Lease are and shall be subordinate to the lien of Lender created by the Mortgage and to any further mortgages held by Lender or any Purchaser (as hereinafter defined) which encumber the Property.

2. Notwithstanding the subordination contained in Section 1 herein, Lender agrees with Tenant that so long as Tenant is not in default beyond any applicable notice or cure period in the payment of rent or other sums, or in the performance of any of the terms of the Lease:

(a) Tenant's use, possession, occupancy or enjoyment of the Premises and Tenant's rights and privileges under the Lease shall not be disturbed, diminished or interfered with by Lender or by any person or entity obtaining ownership of the Property in connection with any enforcement of the Mortgage (a "Purchaser"), whether it be Lender or any other person or entity, and whether ownership of the Property be obtained by Lender or a Purchaser at a foreclosure sale, by deed given in lieu of foreclosure or otherwise, nor shall the leasehold estate granted by the Lease be affected in any manner in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage, during the term of the Lease or any extension or renewals which Tenant may exercise under the terms and provisions of the Lease, and

(b) Tenant shall not be named in any foreclosure action nor will Lender join Tenant as a party defendant in any action or proceeding to terminate Tenant's interest, estate or rights under the Lease because of any default under the Mortgage unless, as a condition precedent to commencing or proceeding with any such action to foreclose the Mortgage or obtain a receiver, Lender is required by statute, judicial decision or the court in which such action or proceeding has been commenced or is pending so to name Tenant as a party defendant. If Lender or its successors or assigns shall acquire the Premises upon sale under the Mortgage or upon foreclosure in an action in which Lender shall have been required to name Tenant as a party defendant and if Tenant was not in default under the Lease beyond any applicable notice and cure period at the time when so named as a party defendant and is not in default under the Lease beyond any applicable notice and cure period at the time Lender or its successors or assigns shall so acquire the Premises, Lender shall enter in to a new lease with Tenant upon the same terms and conditions as contained in the Lease, except that the expiration date of such new lease shall coincide with the expiration date of the Lease, and Tenant shall execute such new lease and attorn to Lender so as to establish direct privity between Lender and Tenant.

3. If the interests of Landlord in all or any part of the Premises shall be transferred to Lender by reason of foreclosure or other proceedings brought by Lender, or by any other manner, and Lender or any Purchaser succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender or Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term with the same force and effect as if Lender or Purchaser were the landlord under the Lease and Lender or Purchaser shall recognize and accept

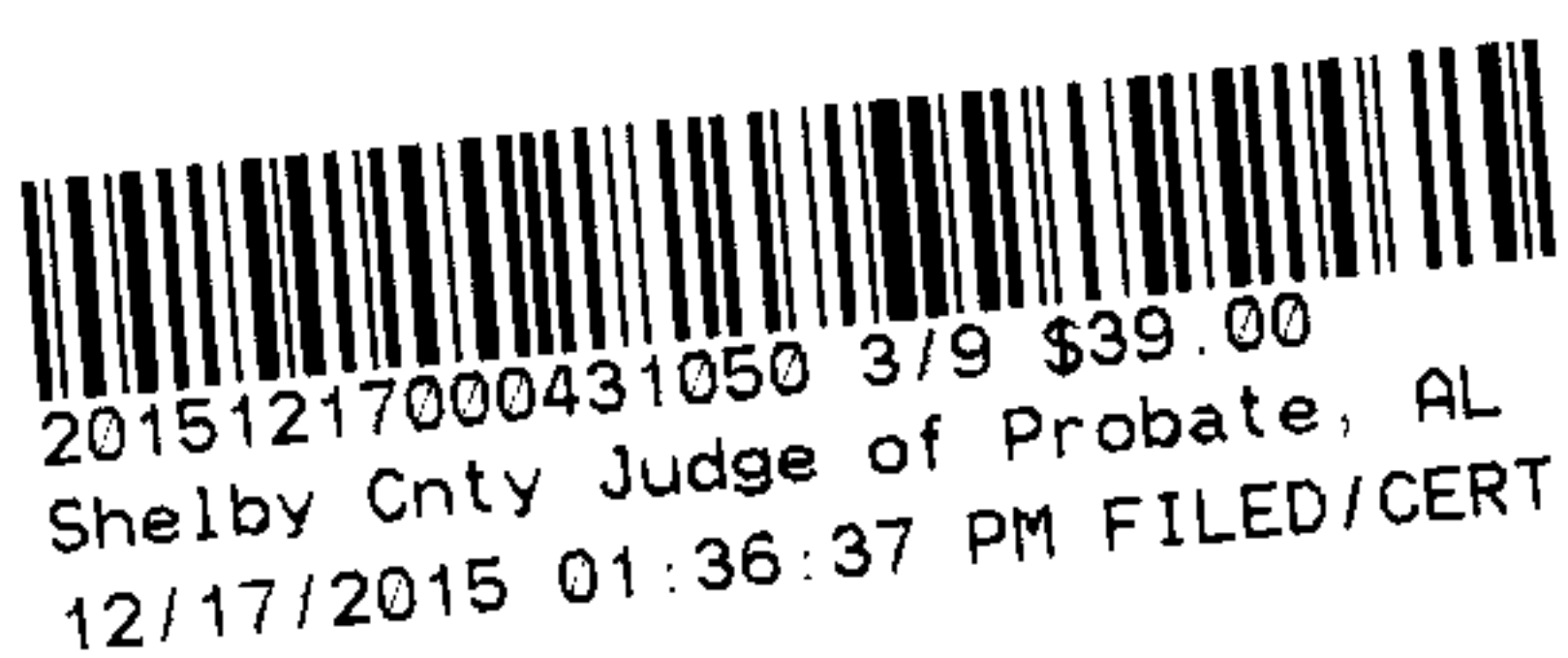
the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease in respect of the obligations under the Lease thereafter becoming due. Tenant hereby attorns to Lender or to any Purchaser, this attornment to be effective and self-operating without the execution of any further instruments. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent or any other sums to Lender or Purchaser or otherwise to recognize Lender or Purchaser under the Lease until Tenant receives written notice from Lender or Purchaser of a transfer of Landlord's interest in the Premises. Tenant agrees that upon receipt of such written notice it will pay directly Lender or Purchaser (as the case may be) all rent and other sums due (including all sums which are then past due and unpaid). Tenant shall be under no obligation to inquire or determine the actual existence of any default or other event claimed by Lender or Purchaser (as the case may be) and shall be entitled to rely upon such notice as presumptive evidence of the occurrence of such event. The respective rights and obligations of Tenant, as tenant, and Lender or Purchaser, as landlord, under this attornment shall be the same as now set forth in the Lease, it being the intention of the Tenant and Lender to incorporate the Lease by reference in this Agreement with the same force and effect as if the Lease were set forth at length in this Agreement.

4. Notwithstanding anything in the Lease to the contrary, no termination of the Lease, nor reduction of or offset against rent due under the Lease, pursuant to a default by Landlord thereunder shall be effective unless and until Tenant shall give written notice of such default to Lender and Lender, having no obligation to do so, shall have an opportunity reasonable under the circumstances to cure such default. Notwithstanding the foregoing, in no event shall a reasonable opportunity be construed to include the time needed for Lender to obtain possession of the Property or any portion thereof; and it is presumed that Lender is able to exercise curative efforts with respect to Landlord's breach immediately upon being notified thereof. Such notice also shall be given to any successor in interest of Lender if, prior to any such landlord's default, Tenant shall have received written notice of the successor's acquisition of Lender's interest designating the successor's address to which such notice is to be directed.

5. In the event that Lender or Purchaser obtains ownership of the Property, Tenant shall have the same remedies against Lender or Purchaser for the breach of a provision of the Lease that Tenant would have had against Landlord, and Lender or Purchaser shall be bound under the terms of the Lease, except:

(a) Lender or Purchaser shall not be liable for any breach of the Lease by the Landlord which may have occurred prior to the date of Lender's or Purchaser's acquiring ownership of the Property or succession to the Lease (although any abatements and offsets against Rent as expressly provided in the Lease shall continue to be available to Tenant regardless that the same may be based on events occurring prior to Lender's or Purchaser's acquiring ownership of the Property, and Lender or Purchaser shall be required to cure any defaults of a prior landlord that continue to exist after the date Lender or Purchaser acquires ownership of the Property);

(b) Lender or Purchaser shall not be required to recognize any payment of rent by Tenant to Landlord if paid more than one month in advance; and



(c) Lender or Purchaser shall not be liable for any security deposit, escrows or any other monies held by Landlord unless the same has been delivered by Landlord to Lender or Purchaser.

6. As of the date of this Agreement, Tenant hereby represents, warrants and covenants that:

(a) the Lease has not been amended or modified and is in full force and effect and that Lender will not be bound by any material amendments or modifications of the Lease entered into without the prior written consent of Lender (which consent shall not be unreasonably withheld, delayed or conditioned, and which consent shall be deemed granted if Lender does not within 30 days after receipt of a request for such consent deny same by written notice to Tenant including the specific reasons for such denial);

(b) the Lease represents the entire agreement between Landlord and Tenant;

(c) to Tenant's actual knowledge (without investigation), (i) there are no defaults by Landlord or Tenant under the Lease, (ii) there are no events which have occurred, which, with the giving of notice or the passage of time, or both, could give rise to a default by either party thereunder, and (iii) there are no presently accrued set-offs or defenses against the enforcement of the Lease or any rent due or to become due thereunder;

(d) as of the date hereof, Tenant has not paid, rent more than one month in advance; and

(e) the Lease was duly authorized and constitutes the valid and binding obligation of Tenant enforceable in accordance with its terms.

7. All notices, requests, demands or other communications which may be or are required or permitted to be served or given under this Agreement (referred to collectively in this Lease as "notices") shall be in writing and shall be sent by receipted personal delivery via nationally recognized courier or by registered or certified mail, return receipt requested, first-class postage prepaid:

(a) if to Tenant, at:

Verizon Global Real Estate
Attn: Lease Administration
7701 E. Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, FL 33637
Phone #: 813-978-2066
Fax #: 813-978-4249
Verizon Property ID GLC#: 314799



with required copies to:

Verizon Wireless
Attn: Area General Counsel
One Verizon Place
1B3LGL
Alpharetta, GA 30004

and

Holland & Knight
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301
Attention: Irwin J. Fayne, Esq.

(b) if to Lender, at:

Protective Life Insurance Co.
3FL - 3ML
2801 Hwy 280 South
Birmingham, AL 35223

or at any other address that may be given by one party to the others by notice pursuant to this section. Such notices, if sent by registered or certified mail, shall be deemed to have been given at the time of mailing.

8. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason or to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but, rather, shall be enforced to the fullest extent permitted by law.

9. The parties hereto hereby agree to execute, acknowledge, deliver, file, record and publish such further certificates, amendments or certificates, instruments or documents, and to do all such further acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Agreement.

10. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires.

11. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State in which the Property is located, without giving effect to principles of conflicts of law.



12. (a) The word "Lease" as used herein shall be deemed to be the Lease as originally executed by Landlord and Tenant, as amended or modified by written agreements hereafter made, from time to time, between Landlord and Tenant and consented to by Lender.

(b) The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure.

(c) The word "Lender" as used herein shall be deemed to include Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, through or under foreclosure of the Mortgage.

13. (a) All of the terms, conditions, covenants, agreements, rights, privileges, obligations, duties, and recitals contained in this Agreement shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord, Tenant and Lender and their respective successors and assigns, all to the end that this Agreement shall always bind the owner and holder of any fee or leasehold interest in or to the Property or the Premises.

(b) The term "successor" as used herein shall be deemed to include, but shall not be limited to, the heirs, personal representatives, successors or assigns of the parties hereto and of any other party hereafter acquiring the estate in the Property of any party hereto or any interest therein.

(c) No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid, or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(d) This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts taken together shall for all purposes constitute one and the same Agreement binding on the parties hereto.

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IN WITNESS WHEREOF, intending to be legally bound, the undersigned have executed this Agreement as of the date and year first hereinabove written.

TENANT

@Cellco Partnership
d/b/a VERIZON WIRELESS

By: Christi Cantu
Name: Christi Cantu
Title: Sr. Mgr. - RE Ops

LENDER

Protective Life Insurance Company
By: Gwen L. Windle
Name: _____
Title: GWEN L. WINDLE
SECOND VICE PRESIDENT
INVESTMENTS



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STATE OF Georgia)
)
) SS.
COUNTY OF Fulton)

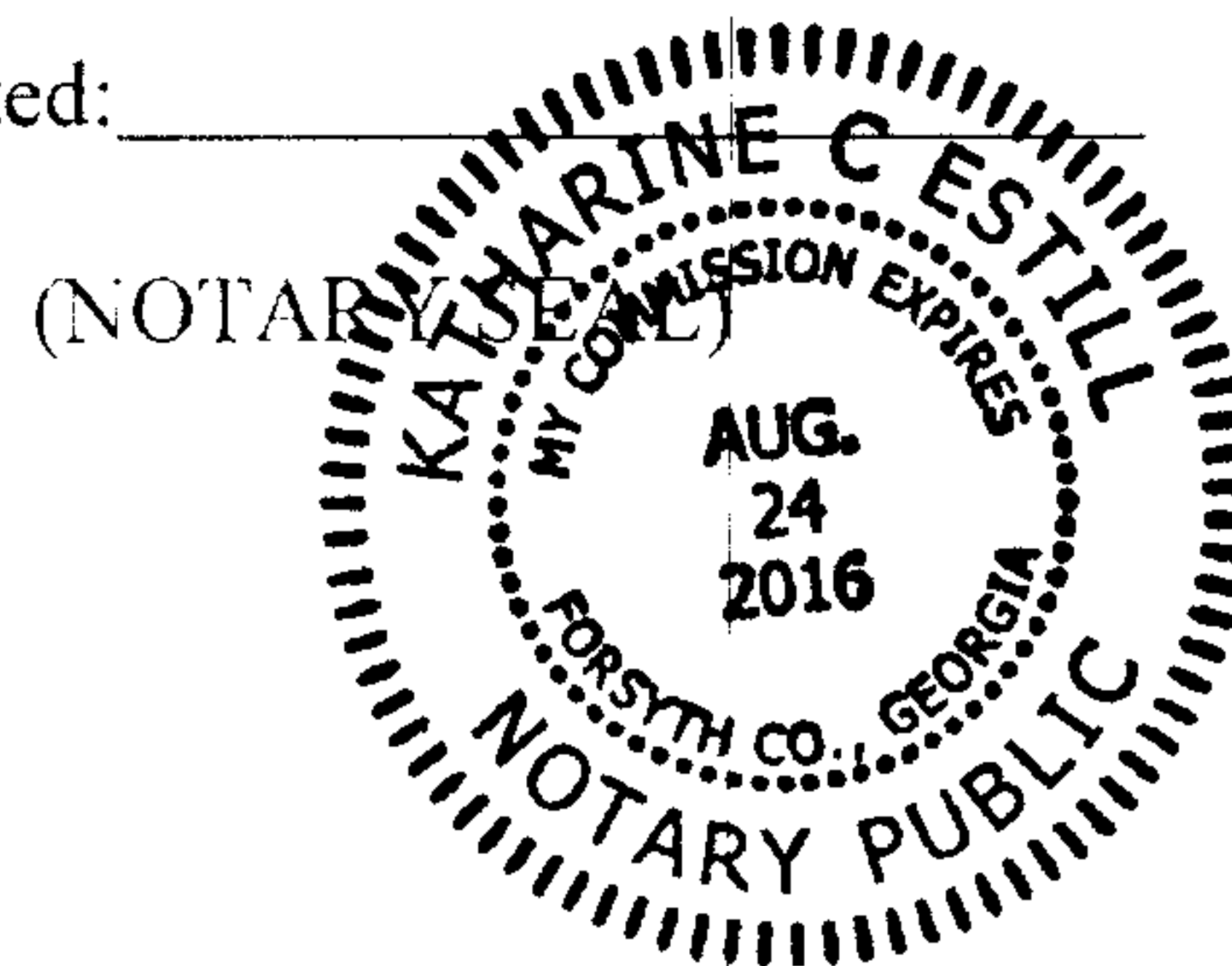
The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Christi Cantu, Sr. Mar.- RE Ops of @Cellco Partnership d/b/a Verizon Wireless, a Delaware limited partnership, on behalf of the limited partnership. He/She is personally known to me or has produced N/A as identification.

Notary Public: Katharine C. Estill

Name of Notary Printed: _____

My commission expires: _____

My commission number is: _____



STATE OF Alabama)
)
) SS.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 1st day of December, 2015, by Queen L. Huddle, Second Vice President of ProtectaLife Insurance Company, a Tennessee corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

Notary Public: Elizabeth W. Edge

Name of Notary Printed: Elizabeth W. Edge

My commission expires: 8-26-2017

(NOTARY SEAL)


My commission number is: N/A



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EXHIBIT A TO SNDA

Lots 7A and 7B, FINAL PLAT OF COLONIAL PROMENADED ALABASTER SOUTH LOT
7 SUBDIVISION, recorded in Map Book 44, Page 3 in the Probate Office of Shelby County,
Alabama


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