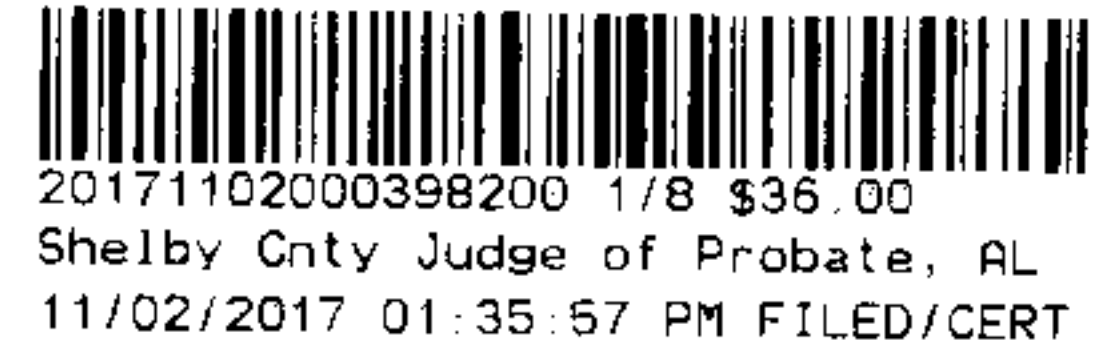


**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**



**THIS AGREEMENT** dated October 27, 2017 is entered into by and among **M5 INVESTMENTS LLC**, an Alabama limited liability company (the "Landlord"), **ADVANTAGE SALES & MARKETING LLC**, an Alabama limited liability company (the "Tenant"), and **NATIONAL BANK OF COMMERCE**, a national banking association (the "Lender").

**Recitals**

A. Tenant is party to that certain Lease Agreement dated November 1, 2009, as amended by that certain Amendment to Lease Agreement dated as of October 20, 2014, and further amended by that certain Assignment, Assumption and Amendment of Lease Agreement dated June 9, 2017 (the "Lease") with The SFC Group, LLC, as landlord, with respect to the premises described in the Lease (the "Premises").

B. The SFC Group, LLC has informed Tenant that The SFC Group, LLC has negotiated a Purchase and Sale Agreement with Miller Development Company, L.L.C., an Alabama limited liability company, who shall assign its rights under the Purchase and Sale Agreement to Landlord, pursuant to which The SFC Group, LLC will sell the premises and assign its rights and obligations under the Lease to Landlord. It is currently anticipated that this transaction will occur effective as of November 16, 2017.

C. The Landlord has requested that the Lender make a loan to the Landlord to be secured by a first mortgage (the "Mortgage") covering (among other things) the Premises and all rents and leases relating thereto, including the Lease and rents payable thereunder.

D. The parties further desire to execute this instrument to express their agreement that the Lease will be subordinate to the Mortgage and that the Tenant's possession of the Premises will not, subject to the terms and conditions of this Agreement, be disturbed by reason of a foreclosure of the lien of the Mortgage.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals and in further consideration of the mutual covenants and agreements set forth herein, the parties mutually covenant and agree as follows:

**SECTION 1 Lease in Effect.** The Tenant hereby ratifies the Lease and represents and warrants to the Lender that, to the best knowledge of the Tenant, on and as of the date hereof (a) the Lease is in full force and effect in accordance with its terms, (b) the Landlord is not in default under the Lease, (c) no event has occurred that, upon the giving of notice or lapse of time (or both), would become a default under the Lease; and (d) no rents have been prepaid except as provided by said

Lease, but in no event have rents been paid more than thirty (30) days in advance and that there are no set-offs or credits against future accruing rents.

**SECTION 2 Lease Subordinate.** The Lease shall at all times be subject and subordinate in all respects to the Mortgage and to all extensions, renewals, consolidations and modifications thereof, replacements therefor and supplements thereto with the same force and effect as if the Mortgage had been executed, acknowledged, delivered and recorded prior to the execution, acknowledgment and delivery of the Lease; provided, however, that the foreclosure of the Mortgage shall not, as provided in Section 5 below, extinguish or terminate the Lease.

**SECTION 3 Tenant's Right to Enjoyment of Premises.** So long as the Tenant is not in default under the Lease, the Lender agrees that in the exercise and enforcement of any of its rights and remedies (including foreclosure under the Mortgage, or as assignee of the leases and rents), the Tenant's right of possession, enjoyment, use and occupancy of the Premises in accordance with the terms of the Lease shall not be disturbed.

**SECTION 4 Right to Cure.** The Tenant agrees to give prompt written notice to the Lender of all defaults by the Landlord under the Lease that would give the Tenant a right to terminate the Lease, to abate or reduce the rent or other sums payable thereunder, to credit or offset any amounts against any such rents or other sums, or to perform any covenants or obligations of the Landlord thereunder; and the Lender shall have the right (but not the obligation) to cure the same for a reasonable period of time (but in no event less than 30 days) after receipt of such notice.

**SECTION 5 Collection of Rents.** The Landlord and the Tenant agree that the Tenant shall make the payments to be made by the Tenant under the Lease to the Lender upon receipt of written notice of the exercise of such rights. Tenant shall not be obligated to inquire into any such notice given to it by the Lender or the Lender's exercise of such rights, and any payment made to the Lender after receipt of such notice shall fully discharge the Tenant from its obligations under the Lease with respect to the payments so made. Such receipt of rent and other sums by the Lender shall not impose any obligations on the Lender under the Lease and shall not relieve the Landlord of its obligations under the Lease, and the Landlord shall remain liable to the Tenant for the performance thereof.

**SECTION 6 Non-Disturbance and Attornment.** If the interest of the Landlord shall be acquired by the Lender or any other person or entity (the Lender and any such other acquirers being hereinafter together called an "Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the Lender, by deed in lieu of foreclosure or by any other method (collectively, "Foreclosure"), and the Successor Landlord shall succeed to the interest of the Landlord under the Lease, the Lease shall continue in full force and effect and shall not be extinguished or terminated except in accordance with the terms of the Lease. The Tenant shall thereupon be bound to the Successor Landlord under all the terms, covenants and conditions of the Lease for the balance of the term then remaining, with the same force and effect as if the Successor Landlord were the landlord under the Lease. The Tenant does hereby attorn to the Successor Landlord, as Tenant's landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of any party hereto immediately upon the Successor Landlord's succeeding to the interest of the Landlord under the Lease.



**SECTION 7 Successor Landlord's Obligations under Lease.** Upon the acquisition of the interest of the Landlord upon Foreclosure, the Successor Landlord shall be bound to the Tenant for the performance of all of the provisions of the Lease for the balance of the term then remaining; provided, however, that the Successor Landlord shall not be:

(a) personally liable for any act or omission of the Landlord or any other person or entity with respect to the Premises occurring prior to the time the Successor Landlord acquires the interest of the Landlord at Foreclosure and is entitled to possession of the Premises; or

(b) subject to any offsets or defenses that the Tenant might have against any prior landlord (including the Landlord) except those that arise out of such landlord's default under the Lease and accrue after the Tenant has notified the Lender and given the Lender a right to cure as provided herein; or

(c) bound by any rent or additional rent paid by the Tenant more than 30 days in advance to any prior landlord (including the Landlord); or

(d) bound by any amendment or modification of the Lease, or any surrender, cancellation or termination of the Lease, or any merger of the ownership of the fee and the Premises, made without the Lender's prior written consent; or


(e) responsible for any deposit or security delivered to the Landlord but not subsequently delivered to the Lender.

**SECTION 8 Insurance and Condemnation Proceeds.** The Tenant acknowledges and agrees that all provisions of the Lease with respect to insurance and condemnation, and proceeds thereof, are and shall remain subject to the prior rights of the Lender under the Mortgage with respect to the maintenance of insurance on the Premises and the disposition of the proceeds of any insured loss or condemnation affecting the Premises, notwithstanding any contrary provisions of the Lease.

**SECTION 9 Notices.** All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent.

Any such notice if given to the Landlord shall be addressed as follows:

M5 Investments LLC  
728 Shades Creek Parkway  
Suite 130  
Birmingham, Alabama 35209

  
20171102000398200 3/8 \$36.00  
Shelby Cnty Judge of Probate. AL  
11/02/2017 01:35:57 PM FILED/CERT

Attn: John R. Miller, IV

if given to the Lender shall be addressed as follows:

National Bank of Commerce  
813 Shades Creek Parkway  
Suite 100  
Birmingham, Alabama 35209  
Attn: John Marks

if given to the Tenant shall be addressed as follows:

Advantage Sales and Marketing LLC  
105 Trade Center Drive  
Pelham, AL 35244  
Attn:

or at such other address in the United States as the Landlord, the Lender or the Tenant may by notice in writing designate for notice.

**SECTION 10 Successors and Assigns.** This Agreement shall be binding upon and inure to the parties, their respective heirs, successors and assigns, and the terms "Landlord," "Tenant" and "Lender," as used in this Agreement, shall include their respective heirs, successors and assigns.

*[signatures on following pages]*

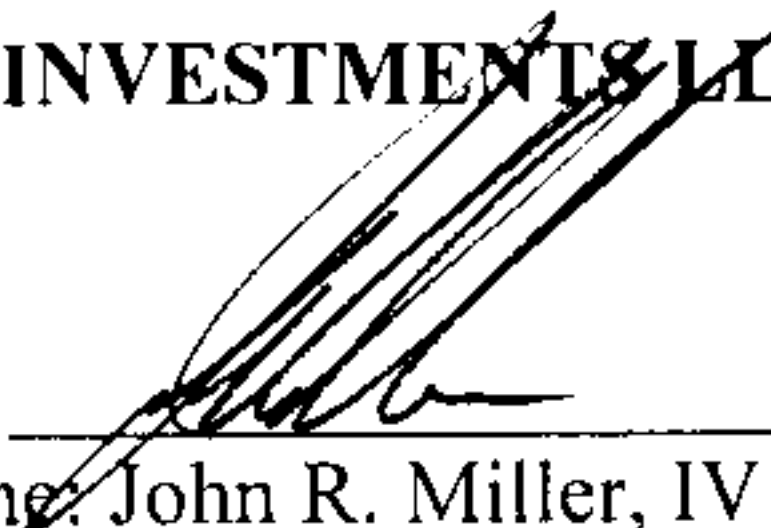


20171102000398200 4/8 \$36.00  
Shelby Cnty Judge of Probate, AL  
11/02/2017 01:35:57 PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LANDLORD:**

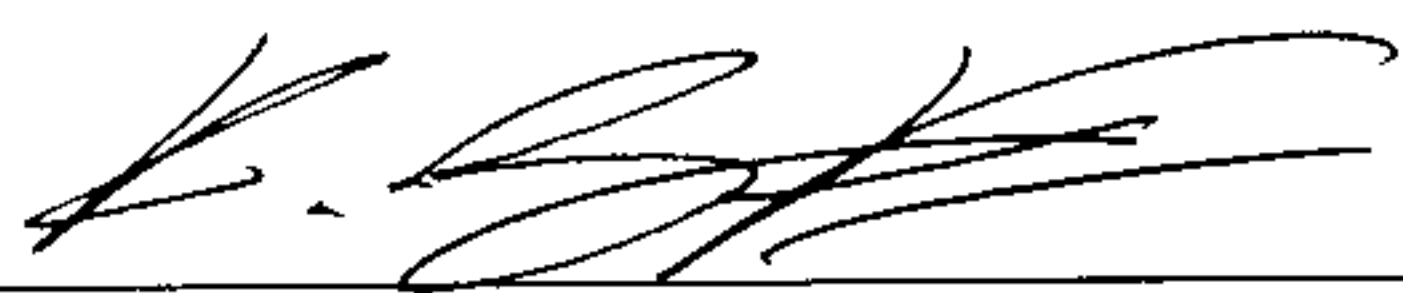
**M5 INVESTMENTS LLC**, an Alabama limited liability company

By:   
Name: John R. Miller, IV  
Title: Manager


STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify John R. Miller, IV, as Manager of M5 Investments LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 27<sup>th</sup> day of October, 2017.

  
\_\_\_\_\_  
Notary Public

KEVIN SEKER FINDLEY  
Notary Public, Alabama State At Large  
My Commission Expires June 24, 2018  
My commission expires: 6.24.18

  
20171102000398200 5/8 \$36.00  
Shelby Cnty Judge of Probate, AL  
11/02/2017 01:35:57 PM FILED/CERT

**TENANT:**

**ADVANTAGE SALES & MARKETING LLC,**  
a California limited liability company

By: Robert Murray  
Name: Robert Murray  
Title: treasurer

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify \_\_\_\_\_, as \_\_\_\_\_, of Advantage Sales & Marketing LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this \_\_\_\_\_ day of October, 2017.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

  
20171102000398200 6/8 \$36.00  
Shelby Cnty Judge of Probate, AL  
11/02/2017 01:35:57 PM FILED/CERT

\* Please see attached

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

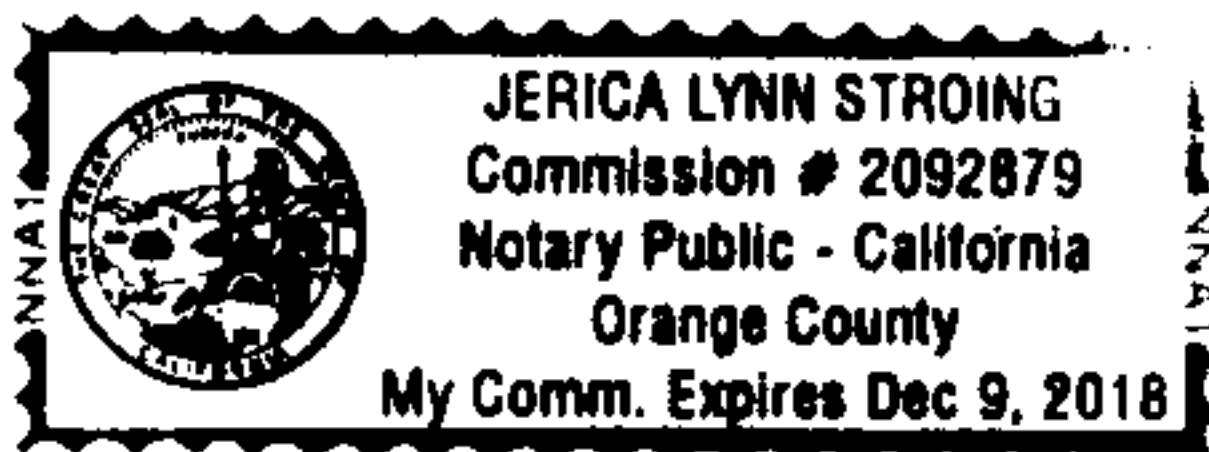
County of Orange

On October 20 2017 before me, Jerica Lynn Stroing, Notary Public

personally appeared Robert Douglas Murrell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Subordination, non-disturbance and attornment agree

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





**LENDER:**


**NATIONAL BANK OF COMMERCE**, a national  
banking association

By: 

Name: John Marks

Title: Senior Vice President

STATE OF ALABAMA                   )  
COUNTY OF JEFFERSON            )

  
20171102000398200 8/8 \$36.00  
Shelby Cnty Judge of Probate: AL  
11/02/2017 01:35:57 PM FILED/CERT

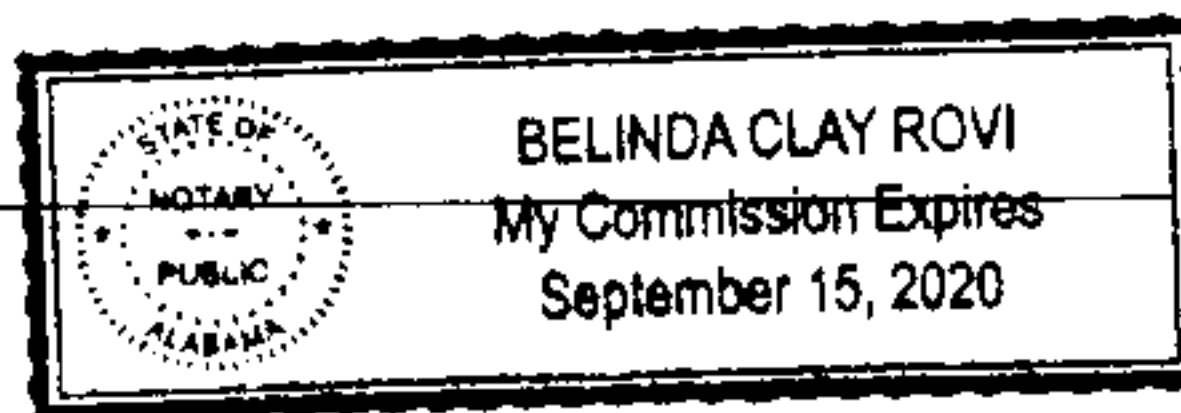
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John Marks, whose name as Senior Vice President of National Bank of Commerce, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this 27<sup>th</sup> day of October, 2017.

  
Notary Public

[AFFIX SEAL]

My Commission Expires: \_\_\_\_\_



This instrument prepared by:  
K. Baker Findley, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions/Harbert Plaza  
Birmingham, Alabama 35203-2618