

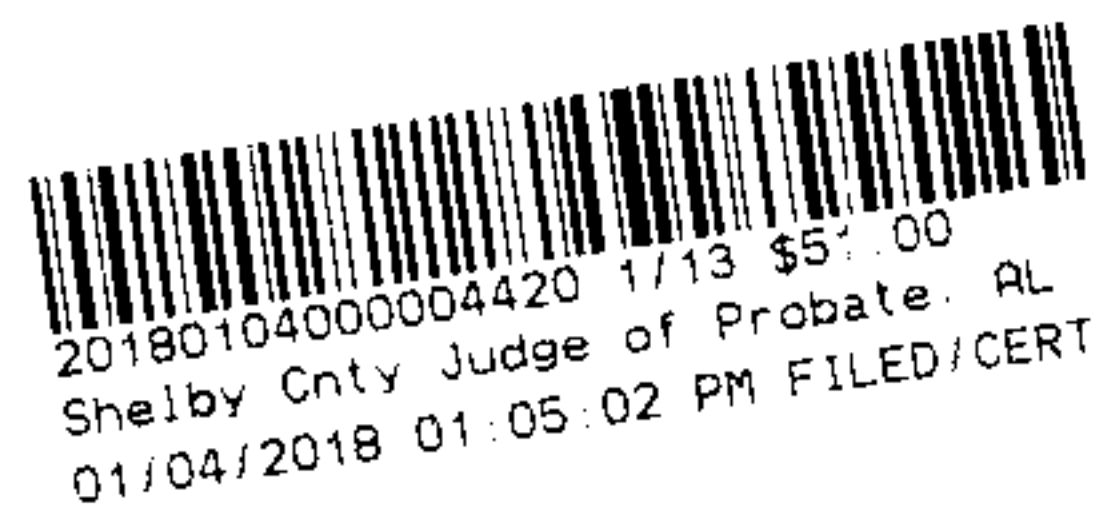
**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instruments)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN
THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE
LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENTS.**

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("Agreement") is made December 8, 2017 by and among EDWIN B. LUMPKIN, JR., individually ("Mortgagor"), NEOVIA LOGISTICS SERVICES, LLC, a Delaware limited liability company ("Neovia"), MERCEDES-BENZ U.S. INTERNATIONAL, INC., an Alabama corporation ("Mercedes"), and OAKWORTH CAPITAL BANK, an Alabama banking corporation, in its capacity as Administrative Agent ("Administrative Agent"), for certain lenders, including Administrative Agent ("Lenders"), from time to time parties to the Loan Agreement executed in connection with the Loan referred to below. Neovia and Mercedes shall be collectively referred to herein as "Tenants".

RECITALS


- A. Pursuant to the terms and provisions of that certain Lease Agreement by and between GCP-Calera Box, LLC and Neovia dated May 13, 2016, that certain Sublease Agreement by and between Neovia and Mercedes dated May 11, 2016, as amended by that certain First Amendment to Lease and Agreement to Assign and Assume the Lease Agreement dated September 29, 2017, and that certain Assignment and Assumption of Leases from GCP-Calera Box, LLC to Mortgagor dated October 31, 2017 (collectively, the "Lease"), certain premises as more particularly described in the Lease were leased to Tenants (the "Premises").
- B. Mortgagor is the owner of the property in which the Premises are located, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- C. Mortgagor has executed, or proposes to execute, that certain Mortgage, Assignment and Security Agreement and Assignment of Rents and Leases (as amended, restated, supplemented or otherwise modified from time to time, collectively the "Security Instruments") securing, among other things, certain obligations owing by Mortgagor and others to Administrative Agent and/or Lenders (the "Loan"), as evidenced by one or more promissory notes or other instruments or agreements (collectively, and as the same may be amended, restated, increased, modified, supplemented, replaced or extended from time to time, the "Note") payable to the order of Lenders. The Security Instruments will be recorded in the real property records where the Property is located.
- D. The Tenants have agreed that their rights under the Lease are junior and subordinate to mortgage lenders, such as Administrative Agent, and this Agreement is intended to more fully confirm said subordination, and also to confirm that unless Tenants should default in their obligations under the Lease, the Tenants' rights under the Lease shall not be disturbed in the event Administrative Agent exercises rights under the Mortgage.



- E. As a condition to Lenders making the Loan secured by the Security Instruments, Administrative Agent and Lenders require that the Security Instruments be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Tenants under the Lease that Tenants specifically and unconditionally subordinate the Lease to the lien of the Security Instruments, and that Tenants certify and represent unto Administrative Agent and Lenders certain facts as are hereinafter stated.
- F. Mortgagor and Tenants have agreed to the subordination, attornment, nondisturbance and other agreements herein in favor of Administrative Agent.

NOW THEREFORE, for valuable consideration and to induce Lenders to make the Loan, Mortgagor and Tenants hereby agree for the benefit of Administrative Agent and Lenders as follows:

1. **SUBORDINATION.** Mortgagor and Tenants hereby agree that:
 - 1.1 **Prior Lien.** The Security Instruments securing the Note in favor of Lenders, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination.** Lenders would not make the Loan without this agreement to subordinate; and
 - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement among Administrative Agent, Mortgagor and Tenants with regard to the subordination of the Lease to the lien of the Security Instruments and shall supersede, and be controlling over, any inconsistent term or provision of any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.
- AND FURTHER, Tenants individually declare, agree and acknowledge for the benefit of Administrative Agent and Lenders, that:
 - 1.4 **Use of Proceeds.** Administrative Agent, in making disbursements on behalf of Lenders pursuant to the Note, the Security Instruments or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Administrative Agent or any Lender represented that it will, see to the application of such proceeds by the person or persons to whom Administrative Agent disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
 - 1.5 **Waiver, Relinquishment and Subordination.** Each Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instruments and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lenders and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Tenants acknowledge and consent to the assignment of the Lease by Mortgagor in favor of Administrative Agent, for the benefit of Lenders.
3. **ESTOPPEL.** Tenants hereby certify and represent unto Administrative Agent and Lenders, and their respective successors and assigns, that:


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- 3.1 **Entire Agreement.** The Lease constitutes the entire agreement between Mortgagor and Tenants with respect to the Property and Tenants claim no rights with respect to the Property other than as set forth in the Lease;
- 3.2 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows (if none, state "None"): Deposit: **None**; Prepaid Rent: **None**;
- 3.3 **No Default.** To the best of each Tenant's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
- 3.4 **Lease Effective.** The Lease has been duly executed and delivered by Tenants and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenants thereunder are valid and binding and there have been no further amendments, modifications or additions to the Lease, written or oral; and
- 3.5 **No Broker Liens.** Neither Tenants nor, to each Tenant's knowledge, Mortgagor has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None"): None
-
4. **ADDITIONAL AGREEMENTS.** Tenants covenant and agree that, during all such times as Administrative Agent is the Mortgagee under the Security Instruments:
- 4.1 **Modification, Termination and Cancellation.** Tenants will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part), without Administrative Agent's prior written consent and will not make any payment to Mortgagor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Administrative Agent's prior written consent; provided, however, Lender acknowledges that pursuant to the First Amendment to Lease and Agreement to Assign and Assume the Lease Agreement dated September 29, 2017, Mercedes will automatically become the tenant under the Lease as set forth therein;
- 4.2 **Notice of Default.** Tenants will notify Administrative Agent in writing concurrently with any notice given to Mortgagor of any default by Mortgagor under the Lease, and Tenants agree that Administrative Agent has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenants will not declare a default of the Lease, as to Administrative Agent, if Administrative Agent cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Mortgagor; provided, however, that if such default cannot with diligence be cured by Administrative Agent within such fifteen (15) day period, the commencement of action by Administrative Agent within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Administrative Agent pursues such cure with diligence;
- 4.3 **No Advance Rents.** Tenants will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
- 4.4 **Assignment of Rents.** Upon receipt by Tenants of written notice from Administrative Agent that Administrative Agent has elected to terminate the license granted to Mortgagor to collect rents, as provided in the Security Instruments, and directing the payment of rents by Tenants to Administrative Agent, Tenants shall comply with such

direction to pay and shall not be required to determine whether Mortgagor is in default under the Loan and/or the Security Instruments.

5. **ATTORNNMENT.** In the event of a foreclosure under the Security Instruments, Tenants agree for the benefit of Administrative Agent and Lenders (including for this purpose any transferee of Administrative Agent or Lenders or any transferee of Mortgagor's title in and to the Property by Administrative Agent's exercise of the remedy of sale by foreclosure under the Security Instruments) as follows:

5.1 **Payment of Rent.** Tenants shall pay to Administrative Agent all rental payments required to be made by Tenants pursuant to the terms of the Lease for the duration of the term of the Lease;

5.2 **Continuation of Performance.** Tenants shall be bound to Administrative Agent in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenants hereby attorn to Administrative Agent as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Administrative Agent, on behalf of Lenders, succeeding to Mortgagor's interest in the Lease and giving written notice thereof to Tenants;


5.3 **No Offset.** Neither Administrative Agent nor any Lender shall be liable for, or subject to, any offsets or defenses which Tenants may have by reason of any act or omission of Mortgagor under the Lease, or for the return of any sums which Tenants may have paid to Mortgagor under the Lease as and for security deposits, advance rental payments or otherwise, except to the extent that such sums are actually delivered by Mortgagor to Administrative Agent;

5.4 **Subsequent Transfer.** If Administrative Agent, by succeeding to the interest of Mortgagor under the Lease, should become obligated to perform the covenants of Mortgagor thereunder, then, upon any further transfer of Mortgagor's interest by Administrative Agent, all of such obligations shall terminate as to Administrative Agent; and

5.5 **Limitation on Administrative Agent's Liability.** Tenants agree to look solely to Administrative Agent's interest in the Property and the rent, income or proceeds derived therefrom for the recovery of any judgment against Administrative Agent, and in no event shall Administrative Agent or any of its affiliates, officers, directors, shareholders, partners, agents, representatives or employees ever be personally liable for any such obligation, liability or judgment.

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instruments, so long as there shall then exist no breach, default, or event of default on the part of Tenants under the Lease, Administrative Agent, on behalf of Lenders, agrees for itself and its successors and assigns that the leasehold interest of Tenants under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Administrative Agent shall recognize and accept Tenants as tenants under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Tenants and Administrative Agent agree that the following provisions of the Lease (if any) shall not be binding on Administrative Agent or Lenders: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Security Instruments.


7. **MISCELLANEOUS.**


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- 7.1 **Remedies Cumulative.** All rights of Administrative Agent herein to collect rental payments on behalf of Mortgagor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Administrative Agent and Mortgagor or others.
- 7.2 **Notices.** All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

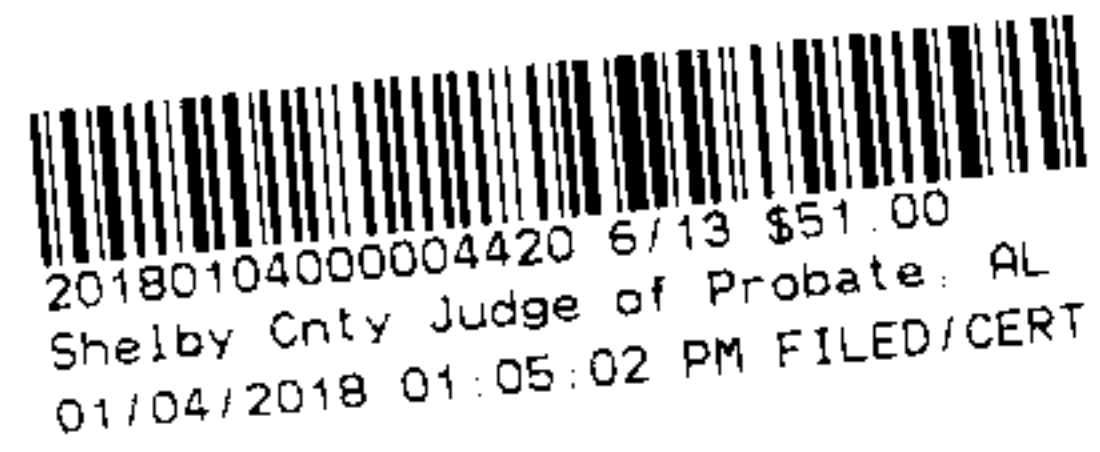
Mortgagor:	Edwin B. Lumpkin, Jr. 100 Metro Parkway Pelham, Alabama 35124
Neovia:	Neovia Logistics Services, LLC 6363 North State Highway 161, Suite 700 Irving, Texas 75038 Attn: Legal Department & Real Estate Department Any notice sent to Neovia shall also be sent to Mercedes as set forth below.
Mercedes:	Mercedes-Benz U.S. International, Inc. 1 Mercedes Drive Vance, Alabama 35490 Attn: Matthew J. Everitt With a copy to: Mercedes-Benz USA, LLC 303 Perimeter Center North, Suite 202 Atlanta, Georgia 30346 Attn: Lourence du Preez Any notice sent to Mercedes shall also be sent to Neovia as set forth above.
Administrative Agent:	Oakworth Capital Bank 2100A Southbridge Parkway, Suite 445 Birmingham, Alabama 35209

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.


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- 7.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.
- 7.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.
- 7.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 7.6 **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

[SIGNATURE PAGES TO FOLLOW]



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

"MORTGAGOR"

Edwin B. Lumpkin, Jr. (L.S.)
Edwin B. Lumpkin, Jr.

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Edwin B. Lumpkin, Jr. whose name 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 the above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21 day of November, 2017.

[SEAL]

Maria J. Wiggins
NOTARY PUBLIC
My Commission Expires: 3/14/2018

MARIA J WIGGINS
Notary Public, Alabama State At Large
My Commission Expires March 14, 2018

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"NEOVIA"

NEOVIA LOGISTICS SERVICES, LLC,
a Delaware limited liability company

By: 

Print Name: ZACHARY C. GREEN

Its: EVP-CLO + Secretary

STATE OF Texas)

COUNTY OF Dallas)

Zachary C. Green, whose name as EVP-CLO + Secretary of Neovia Logistics Services, LLC, a Delaware 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 the instrument, he, as such EVP-CLO + Secretary and with full authority, executed the same voluntarily for and as the act of said limited liability company.

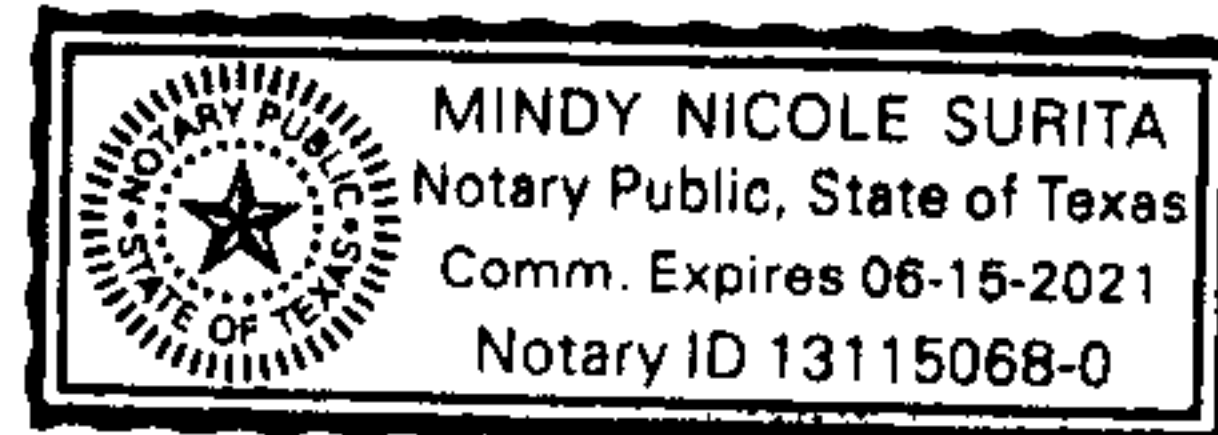
Given under my hand this the 3 day of November, 2017.

(SEAL)

Mindy Nicole Surita

Notary Public

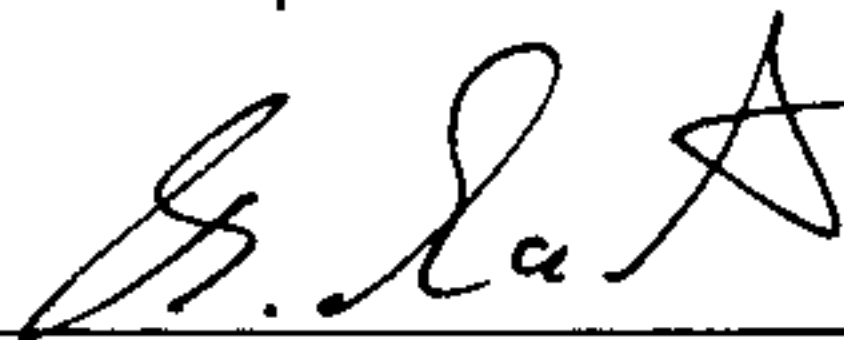
My commission expires: 6/15/21



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"MERCEDES"

MERCEDES-BENZ U.S. INTERNATIONAL, INC.,
An Alabama corporation

By: 

Print Name: BERNHARD MADER

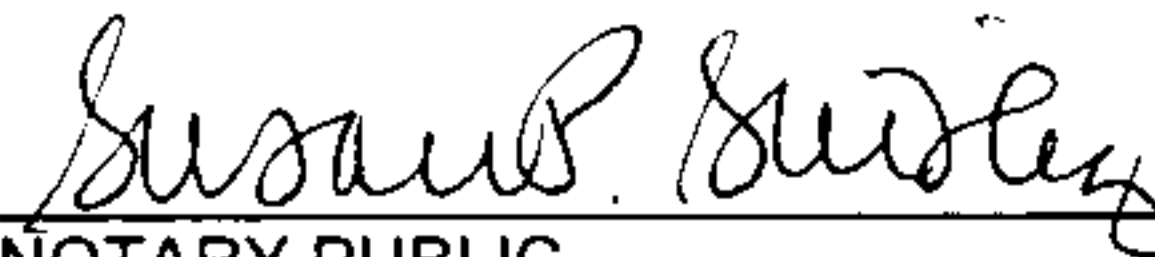
Its: CFO

STATE OF Alabama)

COUNTY OF Jackson


I, Susan P. Sudley, a Notary Public in and for said County in said State, hereby certify that Bernhard Mader whose name as CFO of Mercedes-Benz U.S. International, Inc., an Alabama corporation, 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 such instrument, s/he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 8th day of December, 2017.


NOTARY PUBLIC

[SEAL]

My Commission Expires: 3/2/21


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"MERCEDES"

MERCEDES-BENZ U.S. INTERNATIONAL, INC.,
An Alabama corporation

By: *Rick Clementz*
Print Name: Rick Clementz
Its: General Counsel

STATE OF Alabama,
COUNTY OF Juscaloosa


I, Susan P. Shirley, a Notary Public in and for said County in said State, hereby certify that Rick Clementz, whose name as General Counsel of Mercedes-Benz U.S. International, Inc., an Alabama corporation, 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 such instrument, s/he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 8th day of December, 2017.

Susan P. Shirley
NOTARY PUBLIC


[SEAL]

My Commission Expires: 3/2/21


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"ADMINISTRATIVE AGENT"

OAKWORTH CAPITAL BANK,
an Alabama banking corporation


By: 
Print Name: Craig Campbell
Its: Client Advisor

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Craig Campbell, whose name as Client Advisor of Oakworth Capital Bank, an Alabama Banking Corporation, 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/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said banking corporation on the date of this notary acknowledgement.

Given under my hand and seal, this 31st day of October, 2017.



NOTARY PUBLIC

[SEAL]

My Commission Expires: 10/31/2017




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EXHIBIT A - DESCRIPTION OF PROPERTY

**41 Industrial Parkway
Calera, Alabama 35040
270,600 SF**

Lot 1, according to the Resurvey of Lots 3-6, Calera North Industrial Park, as recorded in Map Book 26, Page 18 in the Probate Office of Shelby County, Alabama, as corrected by the certain Scrivener's Affidavit by Barton F. Carr recorded as Instrument 20131104000435290 in the Probate Office of Shelby County, Alabama.


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PREPARED BY:

Rushton, Stakely, Johnston & Garrett, P.A.

Attn: J. Ladd Davis, Esq.

184 Commerce St.

Montgomery, Alabama 36104

RSJ&G File No. 9910-0006

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Oakworth Capital Bank

2100A Southbridge Parkway, Suite 445

Birmingham, Alabama 35209



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