
RIALTO MORTGAGE FINANCE, LLC
(Lender)

and

ATI HOLDINGS OF ALABAMA, LLC
D/B/A ATI PHYSICAL THERAPY
(Tenant)


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

Dated: This 18th day of October, 2018

Location: The Village at Lee Branch
611 Doug Baker Boulevard
Birmingham, Alabama 35242

UPON RECORDATION
RETURN TO:

Winstead PC
201 North Tryon Street
Suite 2000
Charlotte, North Carolina 28202
Attention: Matthew Trent


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Shelby Cnty Judge of Probate, AL
10/18/2018 03:09:18 PM FILED/CERT

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 18th day October, 2018 by and between **RIALTO MORTGAGE FINANCE, LLC**, a Delaware limited liability company, its successors and assigns, having an address at 600 Madison Avenue, 12th Floor, New York, New York 10022 ("Lender") and **ATI HOLDINGS OF ALABAMA, LLC**, an Alabama limited liability company, having an address at 790 Remington Boulevard, Bolingbrook, IL 60440 ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property known as The Village at Lee Branch located at 1401 Doug Baker Boulevard, Suite 104, Birmingham, Alabama 35242, as more particularly described on Schedule A (the "Property") under and pursuant to the provisions of a certain ATI Standard Lease dated as of February 16, 2018 between **Monarch at Lee Branch, LLC**, a Delaware limited liability company, or its predecessor in interest, as landlord ("Landlord") and Tenant or its predecessor in interest, as tenant (as amended through the date hereof, the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord, or its successor in interest, in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof. To the extent that the Lease contains any right of first refusal or purchase option in favor of Tenant, then Tenant hereby waives such right and option with respect to any transfer or conveyance of the Property by operation of a foreclosure, deed-in-lieu of foreclosure, any other enforcement action pursuant to the Security Instrument, or in realization of any rights or remedies set forth therein; provided, that any such right of first refusal or purchase option shall remain effective as against any subsequent transfer or conveyance of the Property.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT – Page 2

Village at Lee Branch (AL)
ATI Physical Therapy



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For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be: (a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; (b) except as set forth in clause (a) above, liable for any failure of any prior landlord to construct any improvements; (c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or (d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand, Landlord releases Tenant from any liability for making such payments to Lender, and Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, demands, losses or liabilities asserted by Landlord for payments made.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have

failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant: **ATI HOLDINGS OF ALABAMA, LLC**
790 Remington Boulevard
Bolingbrook, IL 60440
Attn: Chris Orr

if to Lender: **RIALTO MORTGAGE FINANCE, LLC**
600 Madison Avenue, 12th Floor
New York, New York 10022
to the attention of: Kenneth M. Gorsuch

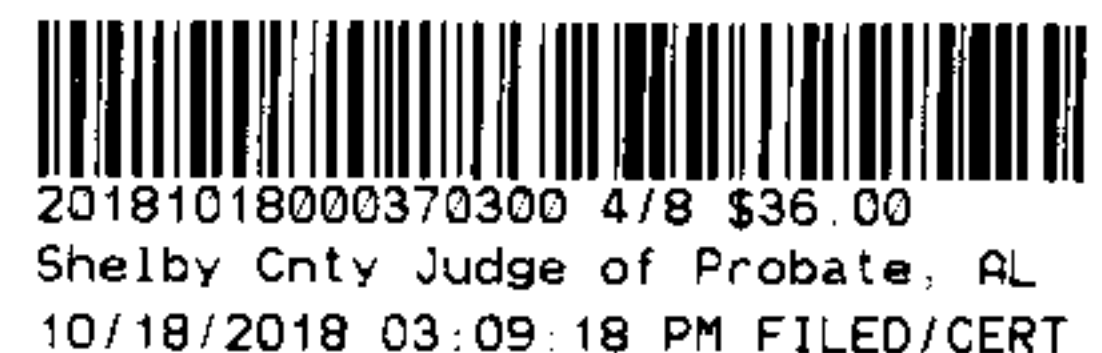
or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.


[SIGNATURES TO FOLLOW ON NEXT PAGE]




[LENDER SIGNATURE PAGE TO SNDA]

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

WITNESS:



Maria C. Gonzalez



Lori Buckler

LENDER:

RIALTO MORTGAGE FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Sorana Georgescu
Title: Authorized Signatory

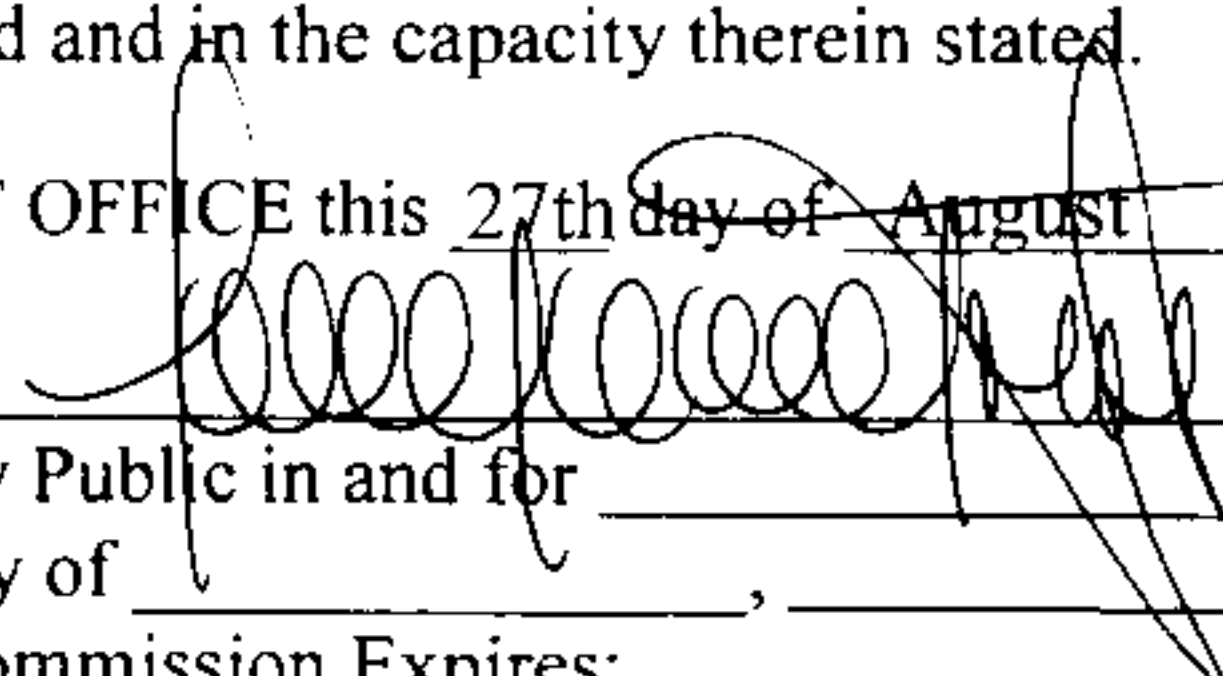


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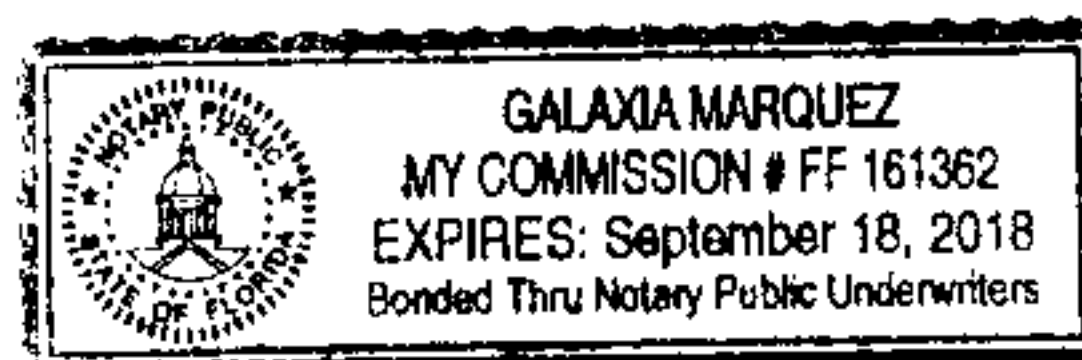
STATE OF FLORIDA)
:ss.
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sorana Gerogescu, the Authorized Signatory of RIALTO MORTGAGE FINANCE, LLC, a Delaware limited liability company, that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company, and that he/she executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2018.



Notary Public in and for _____
County of _____,
My Commission Expires: _____



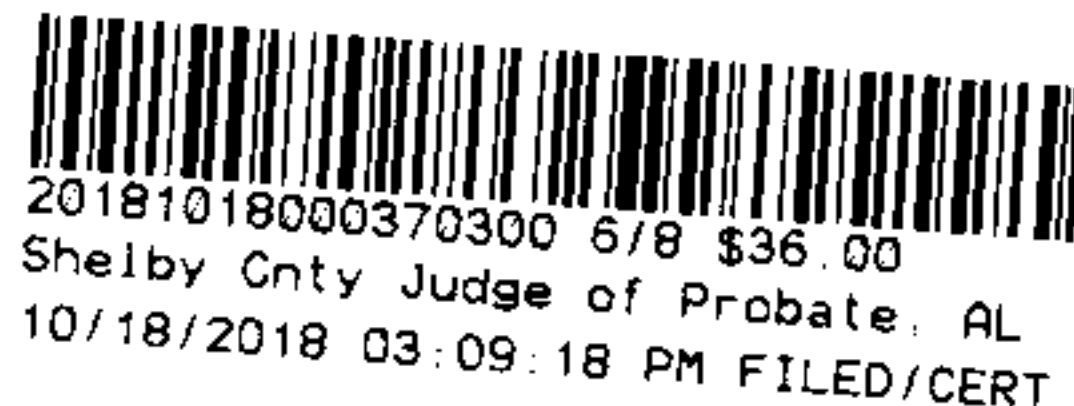
[TENANT SIGNATURE PAGE TO SNDA]

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

TENANT:

ATI HOLDINGS OF ALABAMA, LLC,
an Alabama limited liability company

By: [Signature]
Name: Joseph Jordan
Title: SVP, Corporate Controller & Chief Accounting Officer



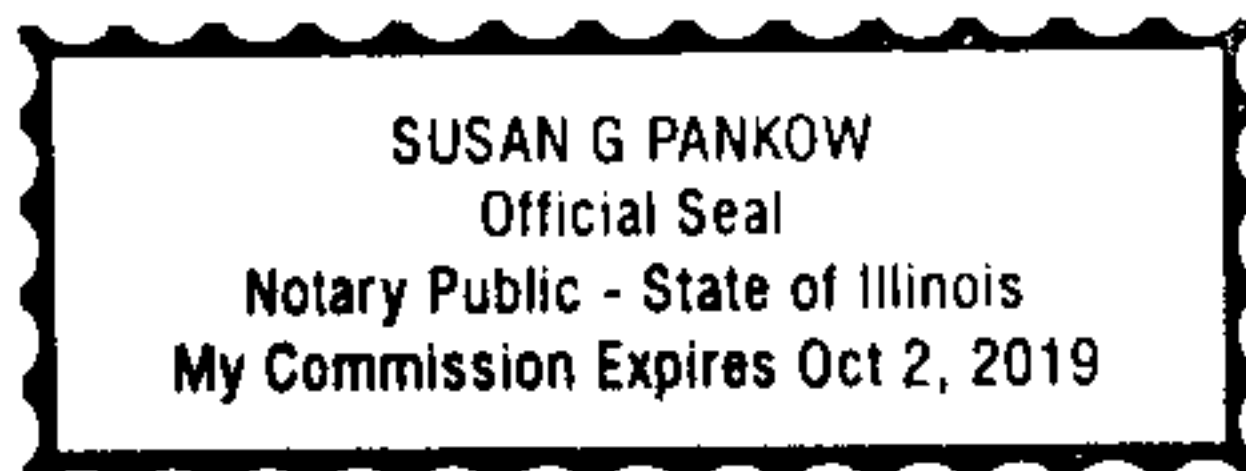
STATE OF ILLINOIS

: SS.

COUNTY OF WILL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joseph Jordan, the SVP, Corporate Controller & Chief Accounting Officer of ATI Holdings of Alabama LLC, an Alabama Limited Liability Company, that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company, and that he/she executed the same as the act of such SVP, Corporate Controller for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of August, 2018.



Susan G. Pankow
Notary Public in and for State of Illinois
County of Will,
My Commission Expires: 10/2/19

[LANDLORD SIGNATURE PAGE TO SNDA]

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

The undersigned accepts and agrees to the provisions of Paragraph 5 hereof.

LANDLORD:

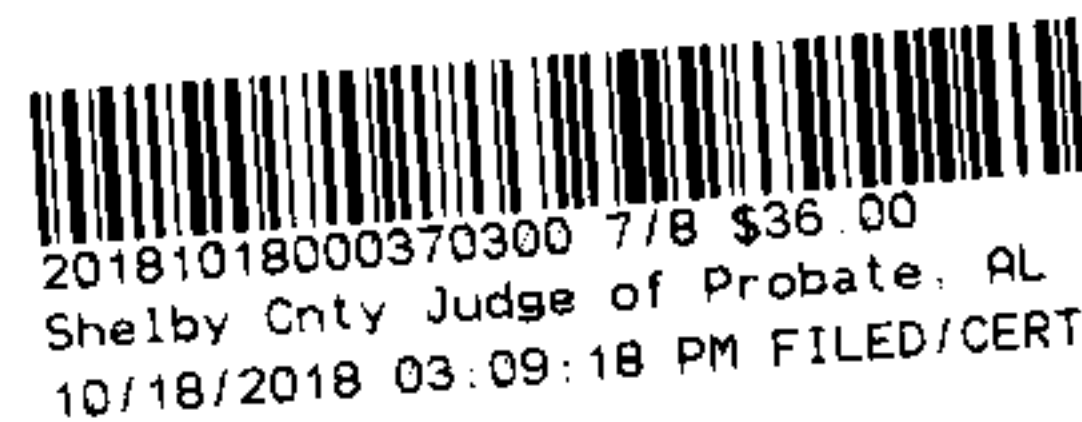
MONARCH AT LEE BRANCH, LLC,
a Delaware limited liability company

By:

Name:

Title:

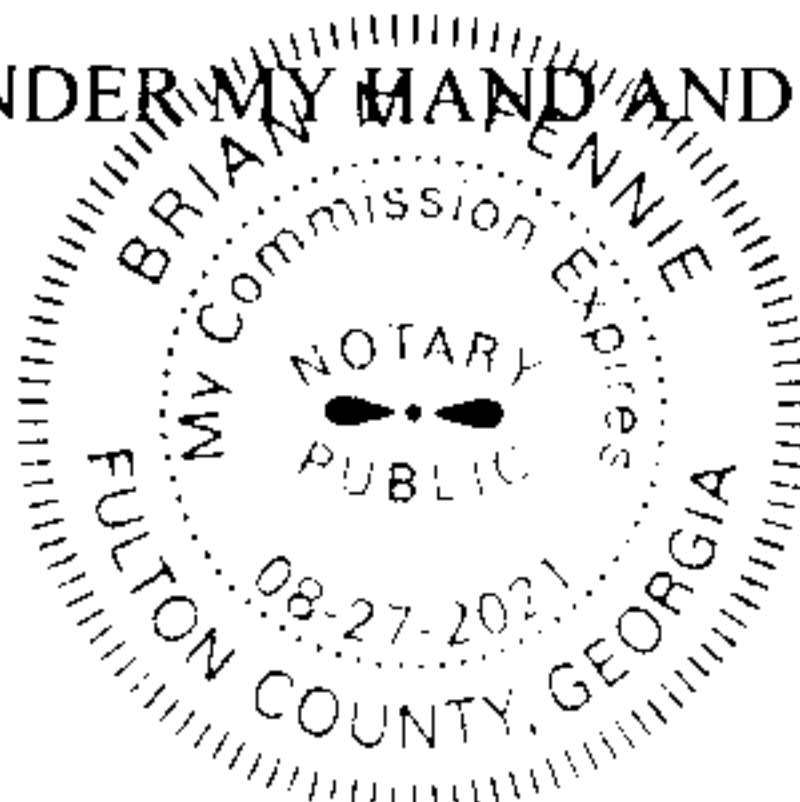
Stephen M. LaMastra
Manager



STATE OF GEORGIA)
)
) :SS.
COUNTY OF DEKALB)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stephen M. LaMastra, the Manager of Monarch at Lee Branch, LLC, a Delaware limited liability company that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company, and that he/she executed the same as the act of such LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August, 2018.



Brian M. Fennie
Notary Public in and for Georgia

County of Fulton

My Commission Expires: 8/27/21

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Shelby Cnty Judge of Probate, AL
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SCHEDULE A **THE PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS

PARCEL 1

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 150A AND 150B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1

PARCEL 2

Lots 1A, 1B, 1C and 1D according to the Resurvey of Lot 1 of the Village at Lee Branch, Sector 1 Phase 2 as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 43, Page 66

LOTS 7 AND 8 ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 32, PAGE 66, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1-REVISION 1

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, LLC AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER 20030827000360000 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS DATED JUNE 30, 2003 AND RECORDED JULY 1, 2003 AS DOCUMENT NUMBER 20030701000341000 MADE BY AND BETWEEN AIG BAKER BROOKSTONE, LLC AND LEE BRANCH, LLC

COST-SHARING AGREEMENT DATED AS OF JANUARY 1, 2014 AND RECORDED SEPTEMBER 17, 2014 AS DOCUMENT NUMBER 20140917000312000 MADE BY AND BETWEEN PERA LEE BRANCH, INC. AND RUSHMORE LEE BRANCH, LLC

DECLARATION OF EASEMENT AND RESTRICTIONS DATED AS OF MAY 26, 2004 AND RECORDED JUNE 1, 2004 AS DOCUMENT NUMBER 20040601000345000 MADE BY AIG BAKER EAST VILLAGE, LLC, AS AMENDED BY AMENDMENT NO. 1 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040624000345500, AMENDMENT TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED MAY 11, 2012 AS DOCUMENT NUMBER 20120511000365500, AS AMENDED BY AMENDMENT NO. 3 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED JANUARY 27, 2014 AS DOCUMENT NUMBER 20140127000325500, AS AMENDED BY AMENDMENT NO. 4 TO DECLARATION OF EASEMENT AND RESTRICTIONS WAS RECORDED OCTOBER 14, 2014 AS DOCUMENT NUMBER 20141014000333410

AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED JUNE 21, 2004 AND RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040624000345500 MADE BY AIG BAKER EAST VILLAGE, LLC, AS AMENDED BY FIRST AMENDMENT TO AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED SEPTEMBER 3, 2013 AND RECORDED SEPTEMBER 13, 2013 AS DOCUMENT NUMBER 20130913000370210

TO THE EXTENT THAT AN INTEREST IN REAL PROPERTY IS CREATED, DECLARATION OF LIMITED USE

RESTRICTIONS DATED JUNE 29, 2007 AND RECORDED JULY 2, 2007 AS DOCUMENT NUMBER 20070702000394300 MADE BY AND BETWEEN AIG BROOKSTONE, LLC AND AIG BAKER EAST VILLAGE, LLC. (PARCEL 2)

TO THE EXTENT AN INTEREST IN REAL PROPERTY IS CREATED, AGREEMENT REGARDING MAINTENANCE OBLIGATIONS FOR PAD C - THE VILLAGE AT LEE BRANCH - PHASE II DATED AS OF JUNE 21, 2004 AND RECORDED JUNE 24, 2004 AS DOCUMENT NUMBER 20040624000345500 MADE BY AIG BAKER EAST VILLAGE, LLC

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT – SCHEDULE A

Village at Lee Branch (AL)
ATI Physical Therapy