

HOOVER, AL
Tattersall Drive
PN# 317748

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06/28/2019 03:04:49 PM
AGREEMNT 1/6

This instrument prepared by and
after recording, please return to:
Charles Traugber
Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, TN 37201
Attention: Law Department – Real Estate Section

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

This Subordination, Attornment and Non-Disturbance Agreement (“Agreement”) made to be effective this 28th day of June 2019, by and between **BRIDGESTONE RETAIL OPERATIONS, LLC** a Delaware limited liability company (“Tenant”), and **THE FIRST, A NATIONAL BANKING ASSOCIATION** (“Mortgagee”).

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a mortgage or deed of trust, dated June, 28, 2019 (“Mortgage”) on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Shelby County Probate Court of Shelby County, Alabama.
2. Tenant and Palmetto Hoover-Hwy 119, LLC (“Landlord”) have entered into that certain lease dated February 7, 2019 (the “Lease”).
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.

2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.

3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee 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 Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.

5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, or (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof. Notices shall be addressed as follows:

If to Mortgagee: The First, ANBA
 1313 E Jackson Street
 Thomasville, Ga 31792
 Attn: John Everett

If to Tenant: Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, TN 37201
Attention: Director of Portfolio

With a copy to: Bridgestone Retail Operations, LLC
200 4th Avenue South
Nashville, TN 37201
Attention: Legal Department – Real Estate Group

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns including but not limited to any successors-in-title to Mortgagee.

8. Capitalized terms not defined herein shall have the definitions given them in the Lease.

9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

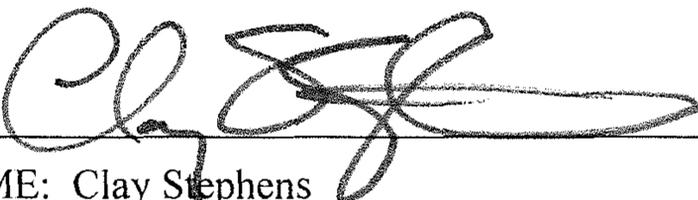
IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: June 17, 2019

TENANT:

BRIDGESTONE RETAIL OPERATIONS, LLC

WITNESS: Shehukh Whiskey

BY: 

NAME: Clay Stephens

ITS: Vice President of Real Estate

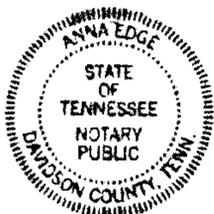
STATE OF TENNESSEE)

) SS

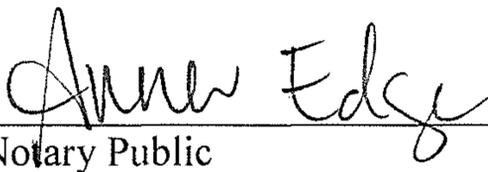
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **Clay Stephens**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be the Vice President of Real Estate of Bridgestone Retail Operations, LLC, a Delaware limited liability company, and that he as Vice President of Real Estate, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the company by himself as such Vice President of Real Estate as his own free act and deed.

Witness my hand, at office this 17th day of June, 2019.



NOTARY PUBLIC
Anna Edge
My Commission Expires
November 8, 2021
STATE OF TENNESSEE


Notary Public

My commission: 11-8-21

EXHIBIT A

LEGAL DESCRIPTION

Lot 3B, according to the Amended Map of Tattersall Park Resurvey No. 5 as recorded in Map Book 50, Page 84, in the Probate Office of Shelby County, Alabama.

Together with access and other easements and privileges set forth in Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Real 314, page 506, First Amendment to Declaration as recorded in Instrument 1996-531, Second Amendment to Declaration as recorded in Instrument 1996-532, Third Amendment to Declaration as recorded in Instrument 2000-38942, Assignment of Developers as recorded in Instrument 2001-35832, Confirmation of Approval and Waiver as recorded in Instrument 20020911000436060, Assignment of Developers rights as recorded in Instrument 20160512000163130, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/28/2019 03:04:49 PM
\$30.00 CHERRY
20190628000232420

Allen S. Bayl