

Prepared by and Return to:

Rosenberg & Clark, LLC
Attn: Staci A. Rosenberg, Esq.
400 Poydras St., Suite 1680
New Orleans, La. 70130

Source of Title:

Instrument No. 2012025000410410
Shelby County, Alabama

Cell Site No: USID 220101
Cell Site Name: Montevallo East
Fixed Asset Number: 12919728
State: Alabama
County: Shelby

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between Central State Bank, an Alabama corporation, having its principal office at 11025 Highway 25, Calera, AL 35040, (hereinafter called "Mortgagee") and Edward A. Woods and Lisa M. Woods, a married couple, residing at 268 Highway 89, Montevallo, AL 35115 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

WITNESSETH:

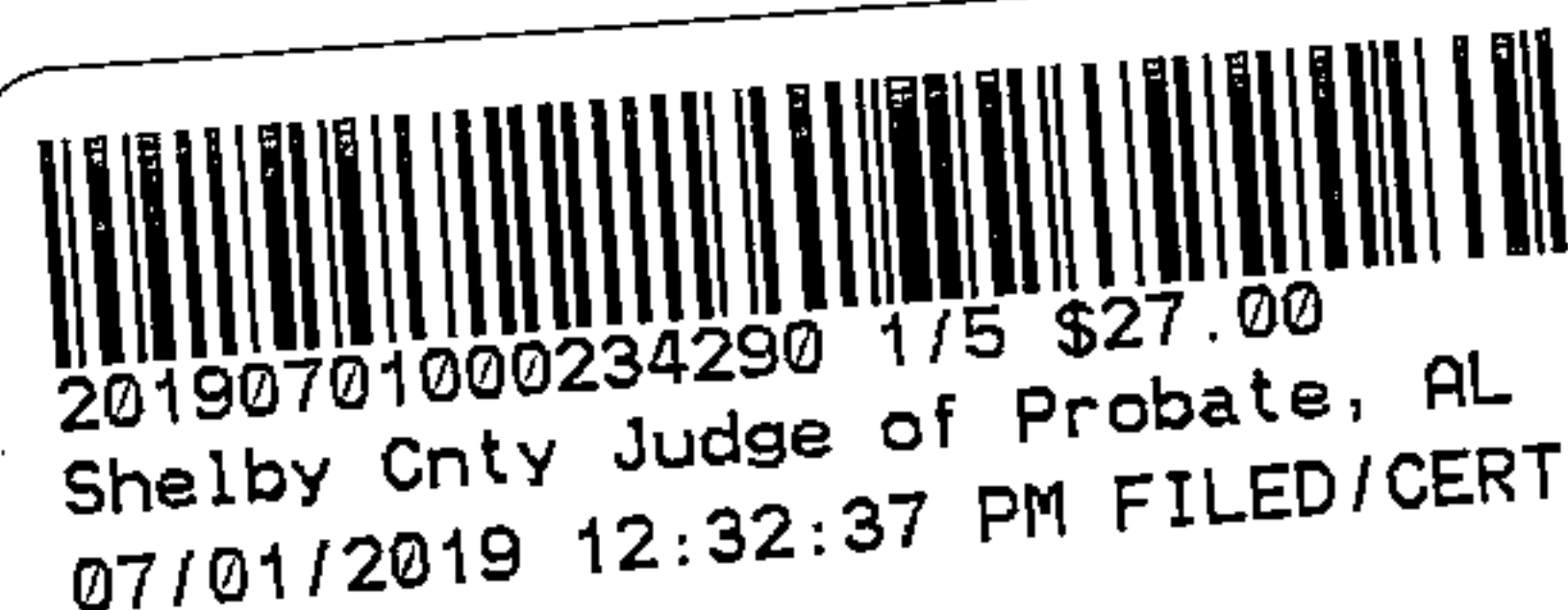
WHEREAS, Tenant has entered into a certain lease dated June 21st, 2019, (the "Lease") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord has given to Mortgagee two mortgages (the "Mortgages") upon property identified as Parcel Nos. 35-3-06-0-001-015.002 and 35-3-06-0-001-015.003 in the Northeast Quarter of Section 6, Township 24 North, Range 13 East, Shelby County, State of Alabama ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgages on the Property are in the original principal sum of Ninety-Six Thousand and No/100 Dollars (\$96,000.00), recorded in Instrument 20121025000410420, increased to One Hundred Six Thousand, Three Hundred Ninety-Three and 27/100 (\$106,393.27) Dollars by Instrument 20131204000469180; and Forty-Five Thousand and No/100 (\$45,000.00) recorded in Instrument 20141105000349680, which was increased to Fifty-Two Thousand Four Hundred Fifty-Six and 01/100 (\$52,456.01) in Instrument 20161130000436480, which Mortgages have been recorded in the appropriate public office in and for Shelby County, Alabama; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:



1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgages insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgages had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgages, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

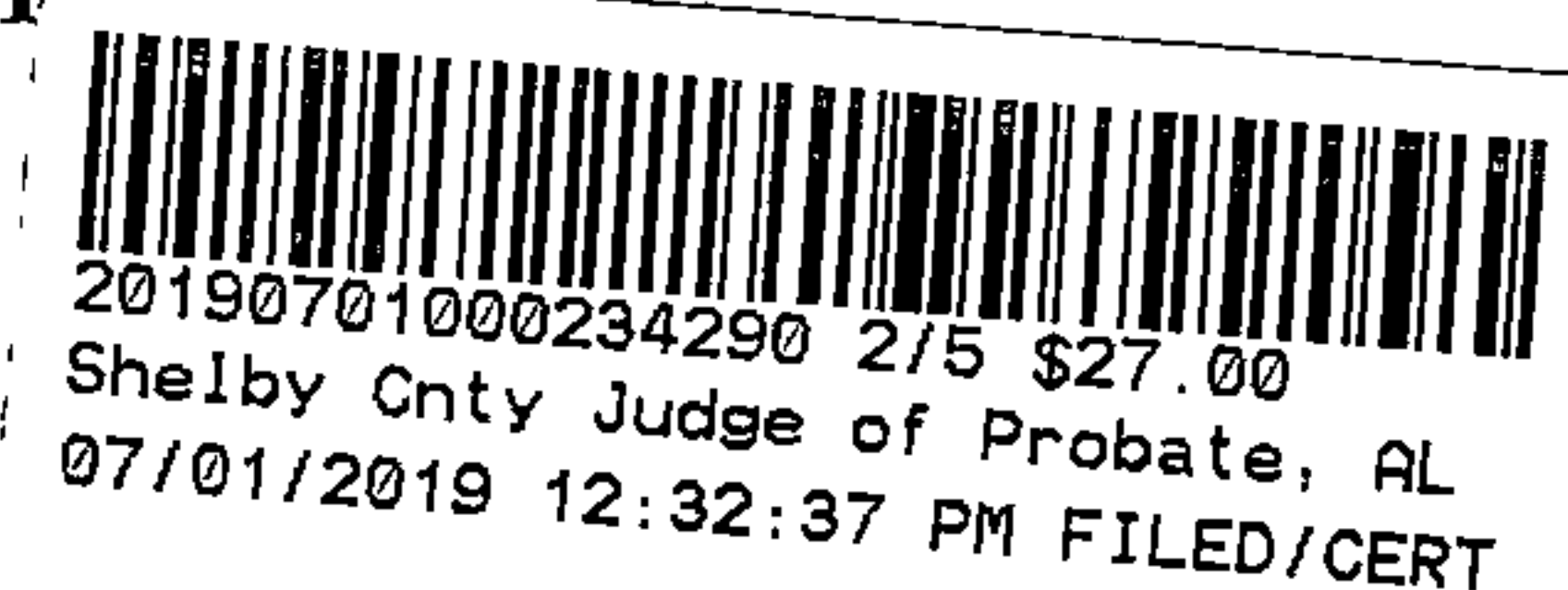
- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgages, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgages and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgages, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]



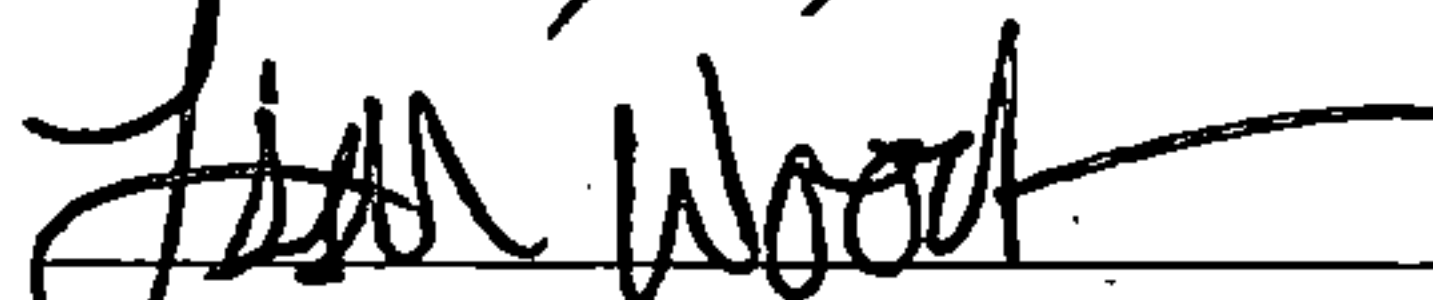
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:



Edward A. Woods

Date: 6/14/19




Lisa M. Woods

Date: 06/14/19

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 


Name: William E. Hilver

Title: Area Mgr. NE

Date: 6/21/19

MORTGAGEE:


Central State Bank,
an Alabama corporation

By: 

Name: Kenneth J. Coreus

Title: Chief Credit Officer

Date: 6/19/19


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Shelby Cnty Judge of Probate, AL
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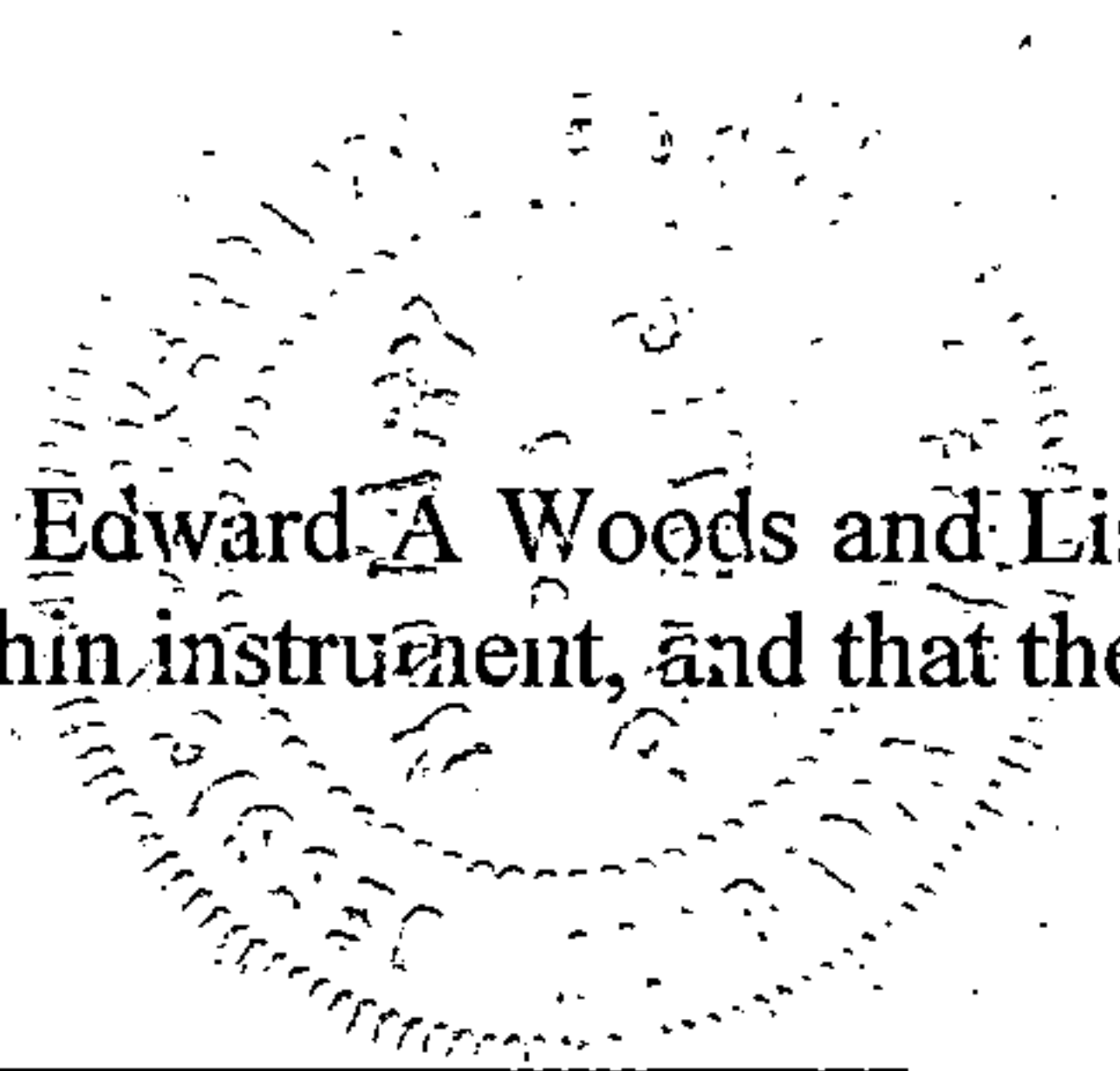
ACKNOWLEDGEMENTS

LANDLORD

STATE OF AL at large

COUNTY OF Shelby

On the 19 day of June, 2019, before me, personally appeared Edward A Woods and Lisa M. Woods, who acknowledged under oath, that they are the persons named in the within instrument, and that they executed the same as their voluntary act and deed for the purposes therein contained.


Notary Public: Jessi Ackerman
My Commission Expires: 1-16-23

TENANT

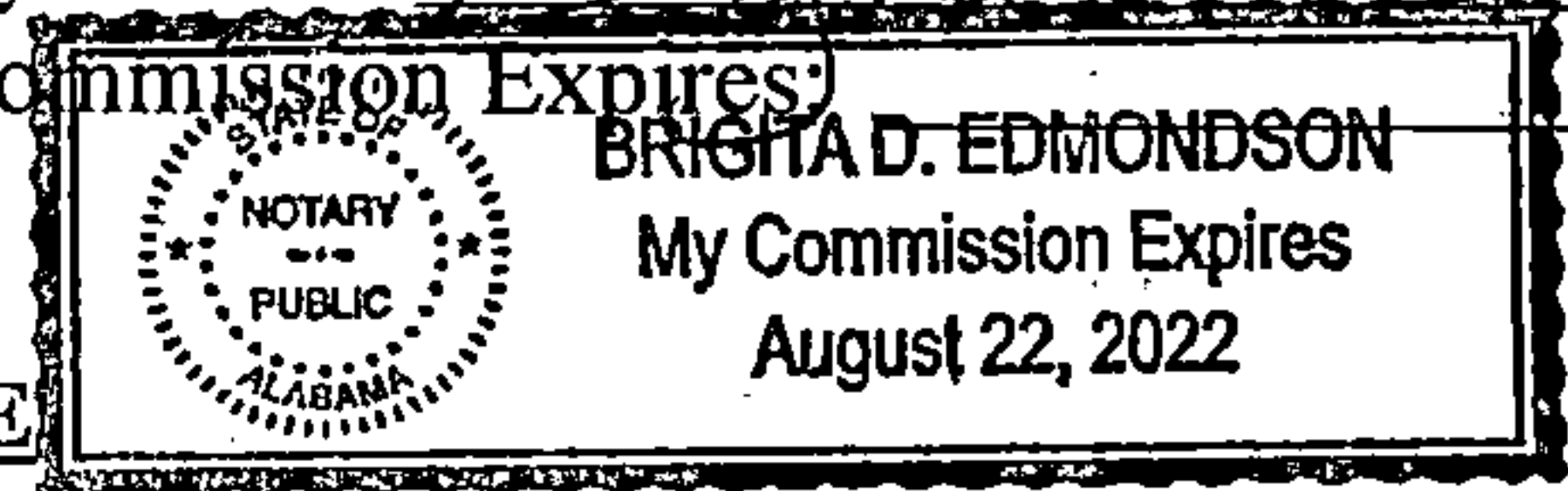
STATE OF Alabama

COUNTY OF Jefferson

On the 21st day of June, 2019, before me personally appeared William E. Hilyer, who acknowledged under oath that he/she is the Area Mgr. NE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: Brigit D Edmondson
My Commission Expires: August 22, 2022

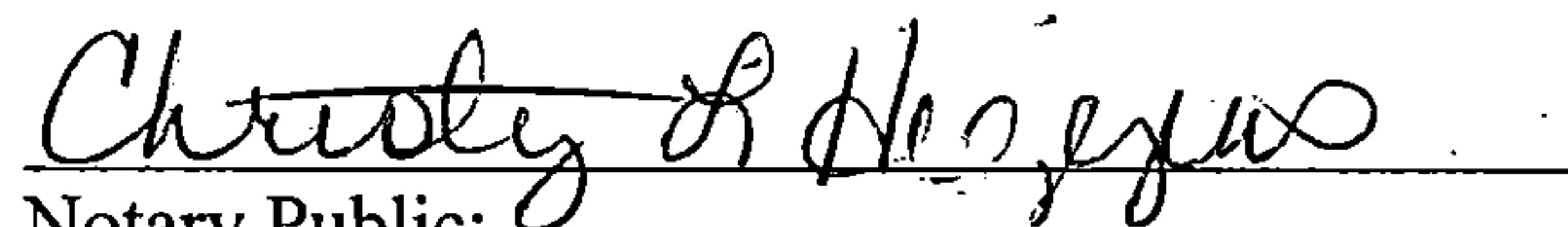


MORTGAGEE

STATE OF Alabama

COUNTY OF Shelby

On the 19 day of June, 2019, before me, personally appeared Kenneth J Coreno, who acknowledged under oath, that he/she is the Chief Credit Officer Central State Bank, the Mortgagee named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.


Notary Public: Christy R. Hoyle
My Commission Expires: _____

MY COMMISSION EXPIRES JUNE 27, 2020

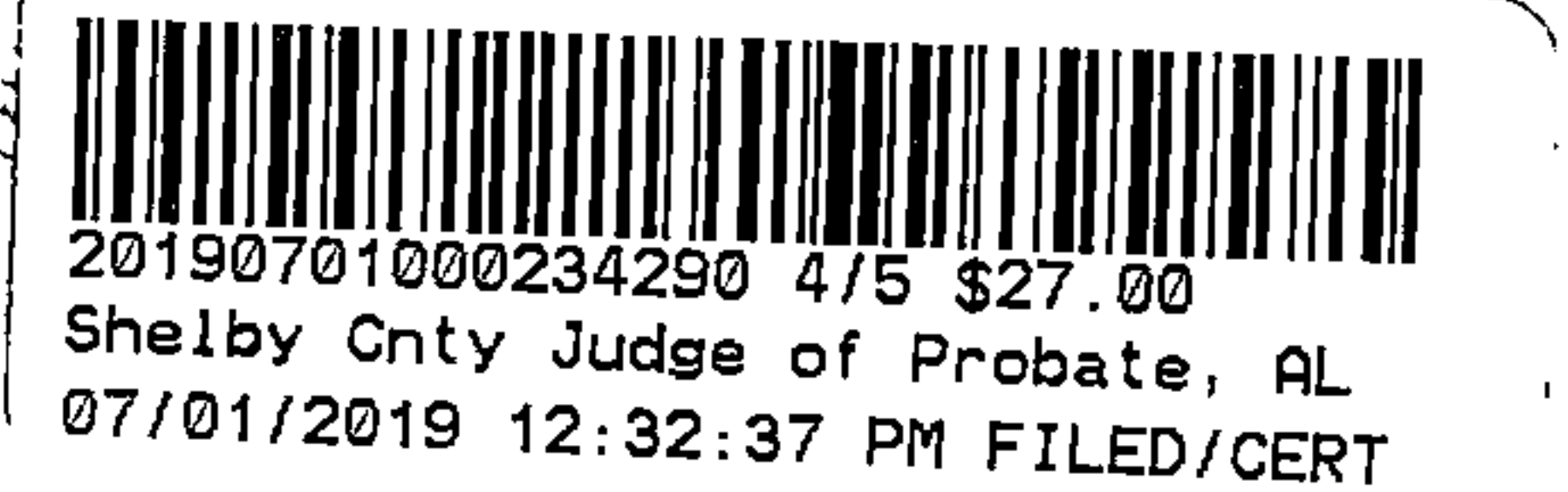
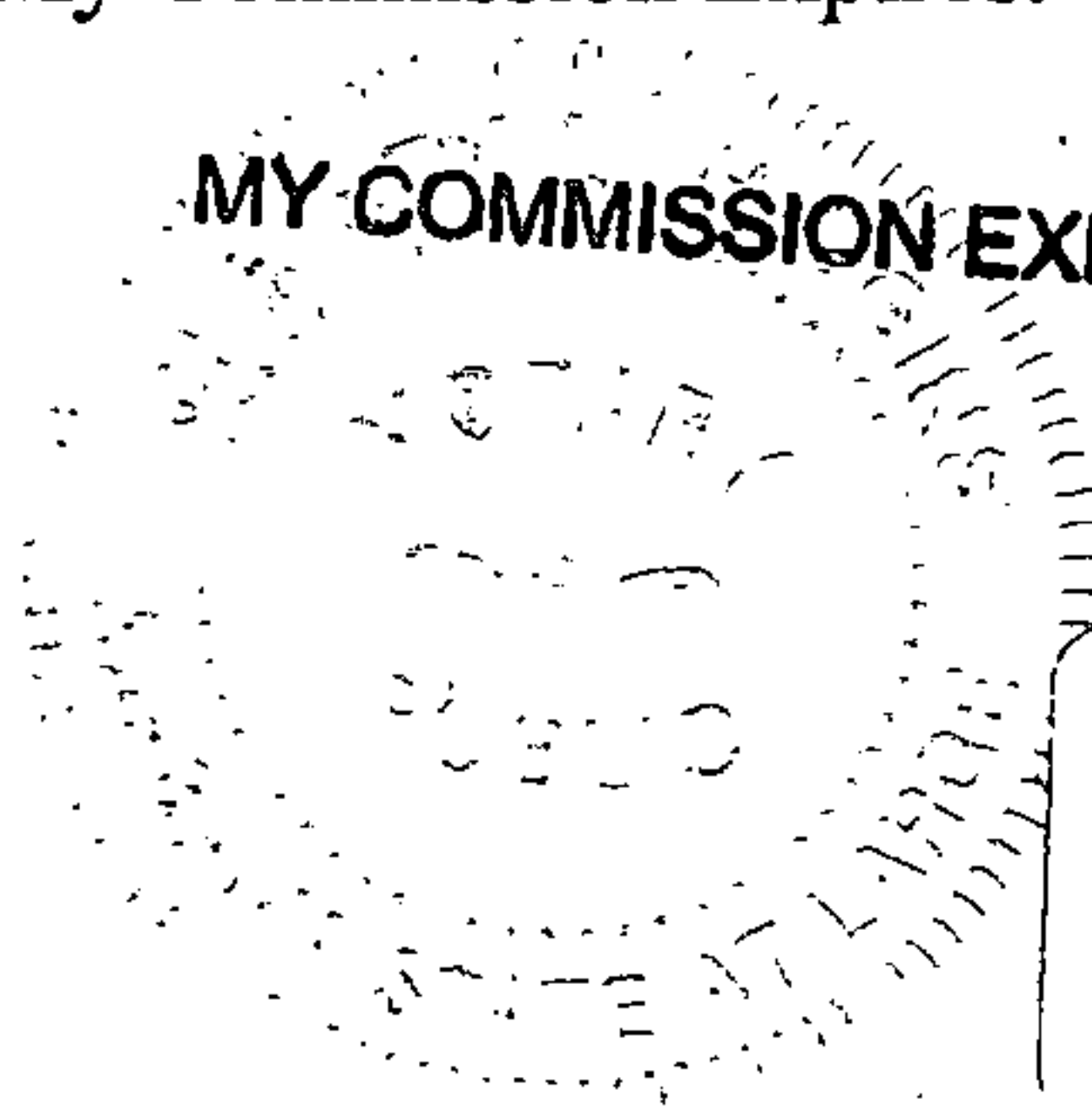


EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

PARENT TRACT (INST. NO. 20121025000410410)

Lots 1, 2, 3 and 4, according to the Survey of Bailey's Addition to Roberta, as recorded in Map Book 38, Page 70, in the Probate Office of Shelby County, Alabama.

The Premises is legally described as follows:

80' X 80' LEASE AREA (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Instrument No. 20121025000410410 in the Office of the Judge of Probate, Shelby County, Alabama, lying in Lots 1 and 2 of Bailey's Addition to Roberta as recorded in Map Book 38, Page 70 in said Office of the Judge of Probate, being a part of the Northeast 1/4, Section 6, Township 24 North, Range 13 East said Shelby County and being more particularly described as follows:

Commencing at a 5/8" capped rebar found (illegible) on the east right-of-way line of Highway 89 at the northwest corner of said Lot 1 of Bailey's Addition to Roberta; thence run S 09°48'11" W for a distance of 107.28 feet to a capped rebar found (CARR 0001068) at the southwest corner of said Lot 1; thence N 88°54'17" E for a distance of 1015.75 feet to a 5/8" rebar set and the Point of Beginning; thence N 09°48'11" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 80°11'49" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 09°48'11" W for a distance of 80.00 feet to a 5/8" rebar set; thence N 80°11'49" W for a distance of 80.00 feet to the Point of Beginning. Said above described Lease Area contains 6,400.0 square feet or 0.15 acres, more or less.

INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land as described and recorded in Instrument No. 20121025000410410 in the Office of the Judge of Probate, Shelby County, Alabama, lying in Lot 1 of Bailey's Addition to Roberta as recorded in Map Book 38, Page 70 in said Office of the Judge of Probate, being a part of the Northeast 1/4, Section 6, Township 24 North, Range 13 East said Shelby County and being more particularly described as follows:

Commencing at a 5/8" capped rebar found (illegible) on the east right-of-way line of Highway 89 at the northwest corner of said Lot 1 of Bailey's Addition to Roberta; thence run S 09°48'11" W for a distance of 107.28 feet to a capped rebar found (CARR 0001068) at the southwest corner of said Lot 1; thence N 88°54'17" E for a distance of 1015.75 feet to a 5/8" rebar set; thence N 09°48'11" E for a distance of 80.00 feet to a 5/8" rebar set; thence S 80°11'49" E for a distance of 30.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 01°08'04" W for a distance of 25.72 feet to a point; thence S 88°23'39" W for a distance of 691.22 feet to a point; thence S 85°34'00" W for a distance of 254.91 feet to a point; from said point the easement transitions from being 30 feet in width to its final width of 40 feet along the bearing and distance of S 85°34'00" W 100.00 feet, more or less, to said east right-of-way line of Highway 89 and the Point of Ending. Said above described Easement contains 32,687.0 square feet or 0.75 acres, more or less.



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