

Prepared by and upon recording
return to:

Troutman Sanders LLP
Attn: Stacy E. Hyken, Esq.
600 Peachtree Street, NE Ste. 3000
Atlanta, Georgia 30308

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this 26th day of November, 2019, by and among SOUTHPOINT BANK, a "**Lender**," CHICK-FIL-A, INC., a Georgia corporation (the "**Tenant**"), and RAM – HELENA DEVELOPMENT PARTNERS, LLC, an Alabama limited liability company, a "**Landlord**".

RECITALS:

A. Landlord has executed and delivered to Lender the following security instruments (collectively, the "**Security Documents**"):

- (i) **MORTGAGE and SECURITY AGREEMENT** from Landlord to Lender dated November 8, 2019, recorded as Instrument no. 20191120000433090, in the records (the "**Records**") of the Office of the Judge of Probate of Shelby County, Alabama, and conveying or encumbering the property located at the eastern corner of the intersection of Highway 17 and Helena Road in the City of Helena, Shelby County, Alabama (the "**Property**"); and
- (ii) Financing Statement naming Landlord as debtor and Lender as secured party, filed in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument no. 20191120000433110, in the foregoing Records.

B. The Security Documents affect certain property including the land described on Exhibit A, which is owned by Landlord and leased to Tenant pursuant to the Ground Lease dated the 23rd day of October, 2019 (as may be amended from time to time, the "**Ground Lease** ").

C. The Demised Premises (as such term is defined in the Ground Lease) are a part of the Property conveyed or mortgaged to Lender pursuant to the Security Documents; and the parties desire to enter into this agreement with respect to the Security Documents and the Ground Lease.

In consideration of the premises and the mutual covenants set forth in this Agreement, Lender, Tenant and Landlord covenant and agree, intending to be legally bound, as follows:

1. **Subordination.** The Ground Lease is now and will remain subject and subordinate to the lien of the Security Documents and to the lien of any renewals, modifications, and replacements of the Security Documents, subject to the terms of this Agreement.

2. **Non-Disturbance.** Lender covenants and agrees that, as long as no default exists, and no event has occurred and has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease (each, a "**Successor Landlord**") to terminate the Ground Lease, (i) Lender will not terminate the Ground Lease, (ii) Lender will not interfere with Tenant's use, possession or enjoyment of the Demised Premises, and (iii) if Lender or any other person or entity becomes the owner of the Demised Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Demised Premises will be subject to the Ground Lease, and Successor Landlord will recognize Tenant as the tenant of the Demised Premises for the remainder of the term, including all renewal terms, in accordance with the provisions of the Lease. Lender agrees that it will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default of Landlord under the Security Documents.

3. **Attornment.** If the interests of the Landlord are transferred by any foreclosure or other proceeding for enforcement of the Security Documents, Tenant will be bound to the Successor Landlord with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease. Tenant will attorn to any such Successor Landlord as its Landlord under the Ground Lease. The attornment will be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease.

4. **Notice of Default by Landlord.** Tenant covenants and agrees to give Lender written notice simultaneously with the giving of any notice of default to the Landlord under the provisions of the Lease. Tenant agrees that Lender will have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under the Ground Lease by reason of such default. The notices to Lender will be delivered to:

SouthPoint Bank
3501 Grandview Parkway
Birmingham, Alabama 35243
Attn: Rob Richardson EVP/Chief Sales Officer

or to such other address as the Lender designates to Tenant by giving written notice to Tenant at Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349, or to such other address as may be designated by written notice from Tenant to Lender. Notices will be given and will be effective in accordance with Section 25 of the Ground Lease.

5. **As to Landlord and Tenant.** As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Ground Lease.

6. **As to Landlord and Lender.** As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Security Documents.

7. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which the Property is located.

8. **Provisions Binding.** The terms and provisions of this Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

[SIGNATURES COMMENCE ON NEXT PAGE]

Lender, Landlord and Tenant have executed this Agreement as of the day, month and year first written above.

"LENDER"

SOUTHPOINT BANK,
an Alabama banking corporation

By: [Signature]
Name: Rob Richardson
Title: EVP/Chief Sales Officer

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for Jefferson County, in the State of Alabama, hereby certify that Rob Richardson, whose name as EVP/Chief Sales Officer of Southpoint 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, as such representative, and with full authority, executed the same voluntarily for and as the act of said Bank, on the day the same bears date.

Given under my hand and official seal, this 26th day of November, 2019.

[Signature]
Notary Public

My Commission Expires:




(NOTARY SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

"TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: 
Name: Lynette E. Smith
Title: EVP, General Counsel

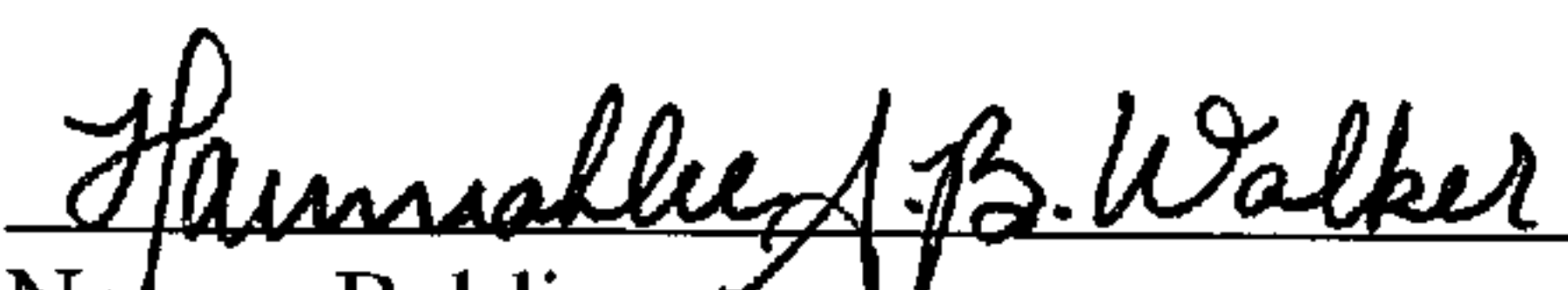
CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA)

COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for Fulton County, in the State of Georgia, hereby certify that Lynette E. Smith, whose name as EVP, General Counsel, of CHICK-FIL-A, INC., a Georgia corporation, are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as such representative, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this 21 day of October, 2019.


Notary Public

My Commission Expires: 2-7-2021

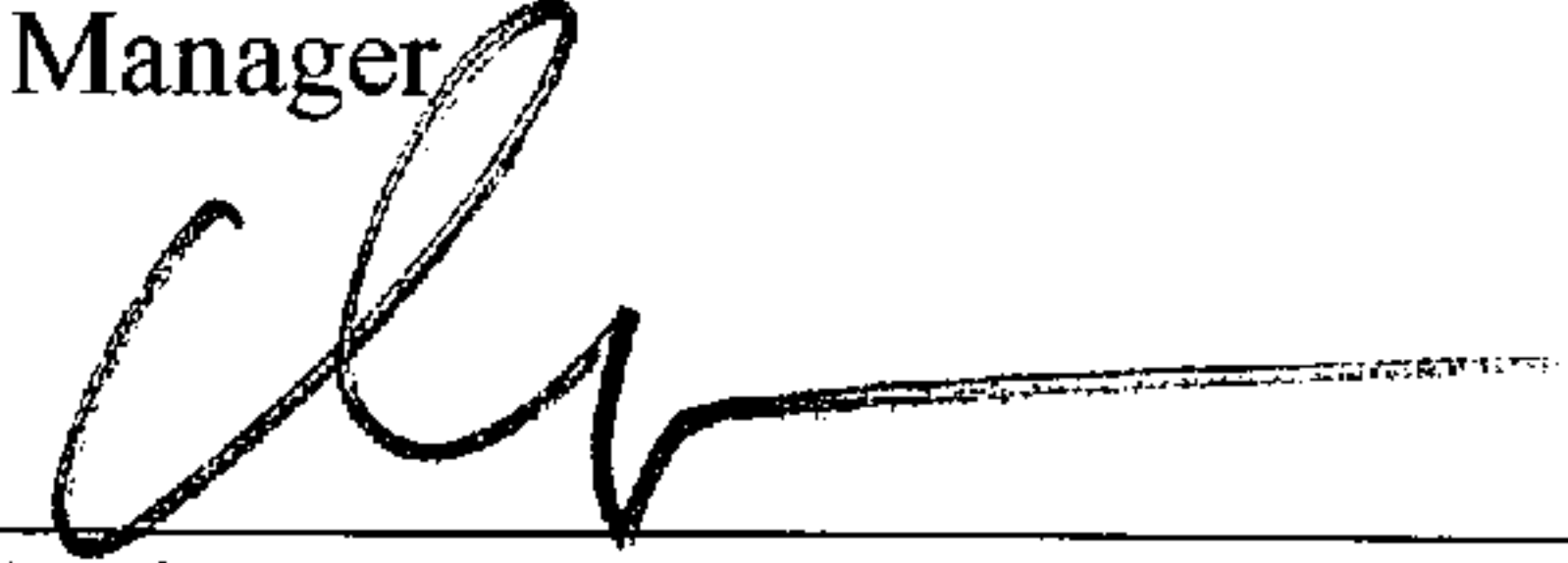
(NOTARY SEAL)



[SIGNATURES CONTINUED ON NEXT PAGE]

RAM – HELENA DEVELOPMENT PARTNERS, LLC,
an Alabama limited liability company

By: Retail Specialists, LLC
Its: Manager

By:  (SEAL)
Name: Robert R. Jolly, Jr.
Title: CEO

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

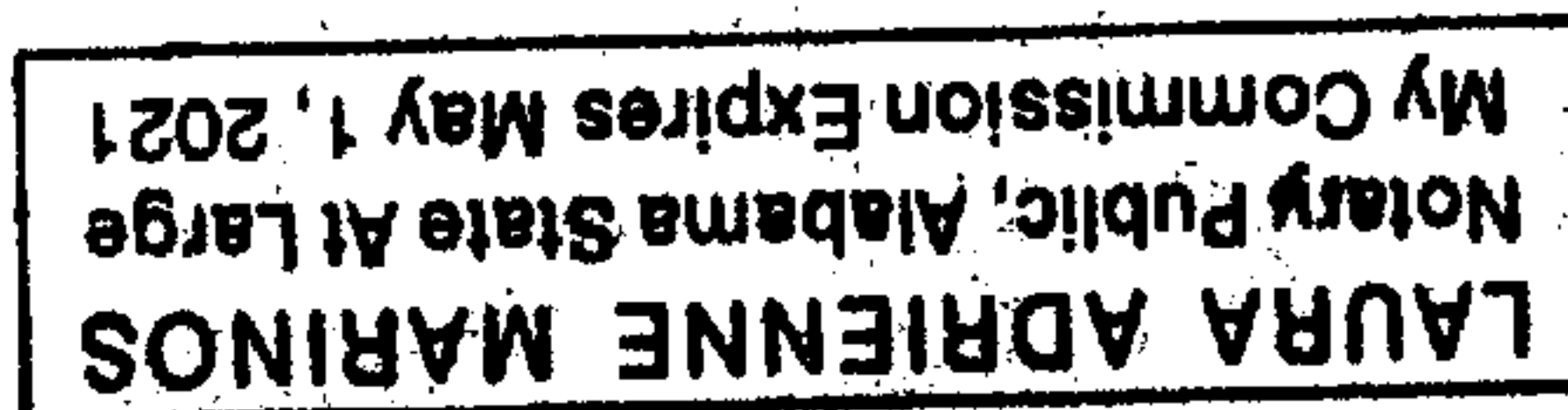
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for Jefferson County, in the State of Alabama, hereby certify that Robert R. Jolly, Jr., whose name as CEO of Retail Specialists, LLC, the Manager of RAM – HELENA DEVELOPMENT PARTNERS, 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 conveyance, they, as such representative, and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this 29 day of November, 2019.



Notary Public



My Commission Expires: 5.1.21

(NOTARY SEAL)

Legal Description of the Property:

A parcel in the Southeast Quarter of the Northeast Quarter and in the Northeast Quarter of the Southeast Quarter of Section 21, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows: Commence at an existing 1/2" rebar at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section and run North 88° 20' 00" East along the South line of said Quarter-Quarter Section for 12.75 feet to 5/8" rebar set at the Point of Beginning.

Thence continue North 88° 20' 00" East along said South line for 283.36 feet to an existing 3/4" rebar, thence North 88° 01' 35" East along said South line for 38.20 feet to a 5/8" rebar at the Northwest corner of Lot 2 of Big B Addition to Helena as recorded in Map Book 21, Page 64 in the Probate Office of Shelby County, Alabama, thence South 01° 48' 05" East along said West line for 300.17 feet to an existing 1/2" rebar on the North right-of-way of Wyndham Parkway (60' right-of-way), thence North 88° 12' 30" East along said North right-of-way for 50.00 feet to an existing 5/8" rebar, thence continue North 88° 12' 30" East along said North right-of-way for 216.38 feet to an existing 1/2" rebar, thence (leaving right-of-way) run North 01° 49' 30" West along the East line of said Lot 2 for 299.98 feet to an existing 1/2" rebar on the South line of the Southeast Quarter of the Northeast Quarter, thence North 88° 16' 10" East along said South line for 111.68 feet to an existing 1/2" rebar, thence North 88° 24' 45" East along said South line for 80.94 feet to an existing 1/2" rebar, thence North 02° 27' 15" West for 423.40 feet to a 5/8" rebar set, thence South 88° 37' 50" West for 174.88 feet to an existing 1/2" rebar, thence South 35° 04' 10" West for 84.19 feet to an existing 1" crimped pipe at the Northeast corner of Lot 6, Block 2 of Mullin's Addition to Helena, said subdivision being on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 3, Page 56. Thence South 34° 55' 35" West along the East line of said Lot 6 for 100.10 feet to an existing 1/2" crimped pipe at the Northeast corner of Lot 5, Block 2 of Mullin's Addition, thence North 54° 45' 55" West along the Northerly line of Lot 5 for 286.35 feet to an existing 1/2" rebar on the Southeasterly right-of-way for Helena Road (Highway 261, right-of-way varies) thence South 35° 23' 10" West along said right-of-way for 99.98 feet to an existing 1/2" rebar, thence South 35° 40' 00" West along said right-of-way for 42.95 feet to a 5/8" rebar set at the P.C. of a curve to the left (Radius = 1596.76', Delta = 08° 52' 00", Chord = South 31° 14' 00" West, 246.86 feet), thence run in a Southwesterly direction along the arc of said curve for 247.10 feet to a 5/8" rebar set, thence South 26° 48' 00" West along said right-of-way for 65.00 feet to a 5/8" rebar set, thence South 05° 52' 30" West along said right-of-way for 71.20 feet to the Point of Beginning.

Said property being composed of the following lots:

Lots 1, 2, 3, 5 Block 2, according to the Survey of Mullin's Addition to Helena, as recorded in Map Book 3, Page 56, in the Office of the Judge of Probate of Shelby County, Alabama.

Lots 4-A and 4-B, Block 2, according to a Resurvey of Lot 4, Block 2, of Mullins Addition to Helena, as recorded in Map Book 20, Page 72, in the Office of the Judge of Probate of Shelby County, Alabama.

A Tract of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama and known as part of Lot 24, Block 2, Mullins Addition to Helena Subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows: Commence at the Southeast corner of said Southeast 1/4 of Northeast 1/4; thence in a westerly direction along the south line thereof a distance of 516.0 feet to the point of beginning; thence continue west along said south line a distance of 497.24 feet to the Southwest corner

of said Lot 24; thence an angle right of 126 deg. 46 min. 30 sec. and run in a northeasterly direction along the northwest line of Lot 24, a distance of 529.51 feet; thence an angle right of 53 deg. 28 min. 40 sec. and run in an easterly direction along the north line of Lot 24, a distance of 174.88 feet; thence an angle of 89 deg. 01 min. 20 sec. and run in a southerly direction a distance of 423.40 feet to the point of beginning on the south line of said 1/4-1/4 section; being situated in Shelby County, Alabama.

Lot 2, according to the Survey of Big B Addition to Helena, as recorded in Map Book 21, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama. Less and except the west 50 feet of said Lot 2.

The West 50 feet of Lot 2, according to the Survey of Big B Addition to Helena, as recorded in Map Book 21, Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

Less and Except:

A parcel in the Southeast Quarter of the Northeast Quarter of Section 21, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said Quarter-Quarter Section and run North 88° 20' 00" East along the South line of said Quarter-Quarter Section for 296.12 feet, thence North 88° 01' 35" East along said South line for 38.20 feet, thence North 88° 14' 20" East along said South line for 49.54 feet to the Point of Beginning. Thence continue North 88° 14' 20" East along said South line for 0.46 feet, thence North 88° 15' 10" East along said South line for 216.26 feet, thence North 88° 16' 10" East along said South line for 111.68 feet, thence North 88° 24' 45" East along said South line for 80.94 feet, thence North 02° 27' 15" West for 30.00 feet, thence South 88° 24' 45" West for 80.52 feet, thence South 88° 16' 10" West for 111.72 feet, thence South 88° 15' 10" West for 201.01 feet, thence South 35° 14' 05" West for 12.02 feet to the P.C. of a curve to the left (Radius = 44.42', Delta = 28° 48' 17", Chord = South 20° 49' 55" West, 22.10 feet), thence run in a Southwesterly direction along the arc of said curve for 22.33 feet to the Point of Beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/03/2019 12:01:33 PM
\$43.00 CHARITY
20191203000446380

Allen S. Bayl