

Birmingham (Valleydale), AL
Store # 3424-00

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT ("SNDA")

THIS AGREEMENT is made as of the 26th day of December 2019, between **Wal-Mart Stores East, LP**, a Delaware limited partnership, 702 S.W. 8th Street, Bentonville, Arkansas 72712, with offices at 2001 S. E. 10th Street, Attn: Realty Management Dept. #44-9384, Bentonville, Arkansas 72716-0550, its sublessees or assigns, (hereinafter referred to as "Lessee"), and **Goldman Sachs Bank USA**, a New York State-Chartered Bank, whose address for notice under this Agreement is Goldman Sachs Bank USA, 2001 Ross Avenue, 30th Floor, Dallas, Texas 75201, Attention: Mortgages Legal (REFG) ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is to be the holder of a certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, dated and recorded on or about the date hereof, in Official Records ("Mortgage"), covering the Shopping Center and/or Leased Premises situated in the City of Birmingham County of Shelby, State of Alabama (hereinafter referred to as the "Premises"); and

WHEREAS, Lessee leased from Midland Valleydale, LLC ("Lessor") 47,653 square feet in the Premises pursuant to that certain Building Lease Agreement with an effective date of July 1, 2014 ("Lease"), between Lessor and Lessee; and

WHEREAS, Lessee desires that the Lease shall not terminate, but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged Premises is made or any transfer therein in lieu of foreclosure is made and Mortgagee desires that Lessee subordinate its interest in the Lease to the lien of the Mortgage.

WHEREAS, Lessor will deliver a copy of the Lease and any amendments to Mortgagee, the receipt of which is hereby acknowledged,

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration in hand paid, the parties hereto agree as follows:

1. Mortgagee hereby consents and approves the Lease, amendments and the terms thereof, including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Lessee of rights, remedies and options therein contained shall not constitute a default under the Mortgage.

2. The Lease is, and shall remain, subject and subordinate to the lien of the Mortgage and to any extensions, modifications, consolidations or renewals thereof; provided that as to any such extensions, modifications, consolidations or renewals thereof, a non-disturbance agreement in the form of this agreement is executed and delivered by the holder of the Mortgage as so extended, modified, consolidated or renewed.

3. So long as Lessee is not in default in the performance of any terms, covenants and conditions to be performed on its part under the Lease beyond any applicable cure period, then in such event:

(a) Lessee shall not be joined as a party defendant in any foreclosure proceeding which may be instituted by Mortgagee;

(b) Lessee's leasehold estate under the Lease shall not be terminated, barred, cut off, or otherwise disturbed by reason of any default under the Mortgage or any foreclosure proceeding instituted by Mortgagee.

4. If Mortgagee shall succeed to the interest of Lessor in and to the Lease, whether through possession, foreclosure proceeding, or delivery of a deed in lieu of foreclosure, Lessee shall attorn to and recognize Mortgagee or any other purchaser at a foreclosure sale as Lessee's landlord under the Lease, and shall promptly execute and deliver an attornment agreement in the form of this agreement to evidence such attornment. Upon and after such attornment, the Lease shall continue in full force and effect as a direct lease between Mortgagee or such purchaser and Lessee upon all of the terms, conditions and covenants as are set forth in the Lease, except that Mortgagee or such purchaser shall after such attornment:

(a) Be liable for any previous act or omission of any previous landlord arising directly from such landlord's responsibilities and duties pursuant to the Lease; provided, Mortgagee has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(b) Be subject to any offset or counterclaim which Lessee might be entitled to assert against any previous landlord, including deductions from rent arising pursuant to the Lease; provided, Mortgagee has received appropriate notice of such default, and has an opportunity to cure (having no obligation to so cure) same, all pursuant to the terms and conditions of the Lease;

(c) Not be bound by any previous prepayment of more than one month's fixed rent, unless such prepayment shall have been expressly approved in writing by Mortgagee;

(d) Be bound by any modification of the Lease unless excepted in subparagraph (e) below;

(e) Not be bound by any modification of the Lease made after the date of this agreement without its written consent which would (i) reduce fixed annual rent, or (ii) materially reduce any other monetary obligation of Lessee under the Lease.

5. Lessee hereby agrees and acknowledges that Lessee's right of first refusal to purchase the Premises in Section 28 of the Lease ("ROFR") shall not be exercisable in an event pursuant to which Mortgagee or its designee shall succeed to the interest of Lessor in and to the Lease and the Premises, whether through possession, foreclosure proceeding, delivery of a deed in lieu of foreclosure or similar process. All other rights of Lessee under the ROFR continue as set forth in the Lease.

6. At any time before the rights of the Lessor shall have been forfeited or adversely affected because of any default on its part, or within the time permitted the Lessor to cure any default under the Lease as there provided, Mortgagee may, at its option, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Lessor by the terms of the Lease, and all payments so made and all things so done and performed by Mortgagee shall be as effective to prevent the rights of the Lessor from being forfeited or adversely affected because of any default under this Lease as the same would have been if done and performed by the Lessor.

7. Any required notices to Mortgagee, shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, at the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice.

8. Any notices or communications given to Lessee under this agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessee hereinabove set forth, also to the attention of Realty Management Dept. 9384 at 2001 S.E. 10th Street, Bentonville, Arkansas, 72716-0550 or at such other address as Lessee may designate by notice. During the period of any postal strike or other interference with the mail, personal delivery shall be substituted for registered or certified mail. No default notice given by Lessee under the Lease shall be effective as against Mortgagee unless a duplicate copy thereof has been given to Mortgagee.

9. This agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and assigns.

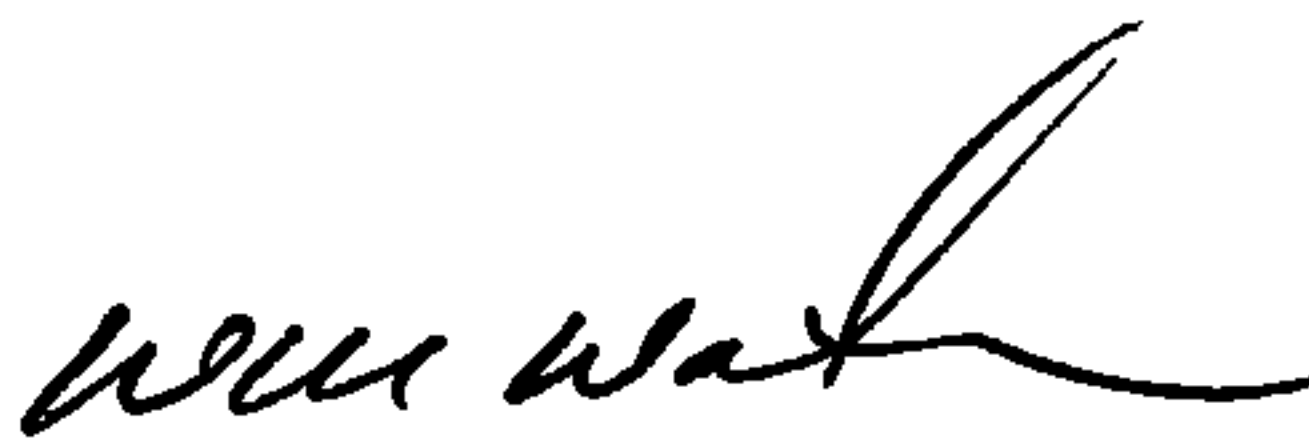
10. This agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

[Signatures Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

MORTGAGEE:


GOLDMAN SACHS BANK USA,
a New York State-Chartered Bank

By: 
Name: Will Waters
Title: Authorized Person

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

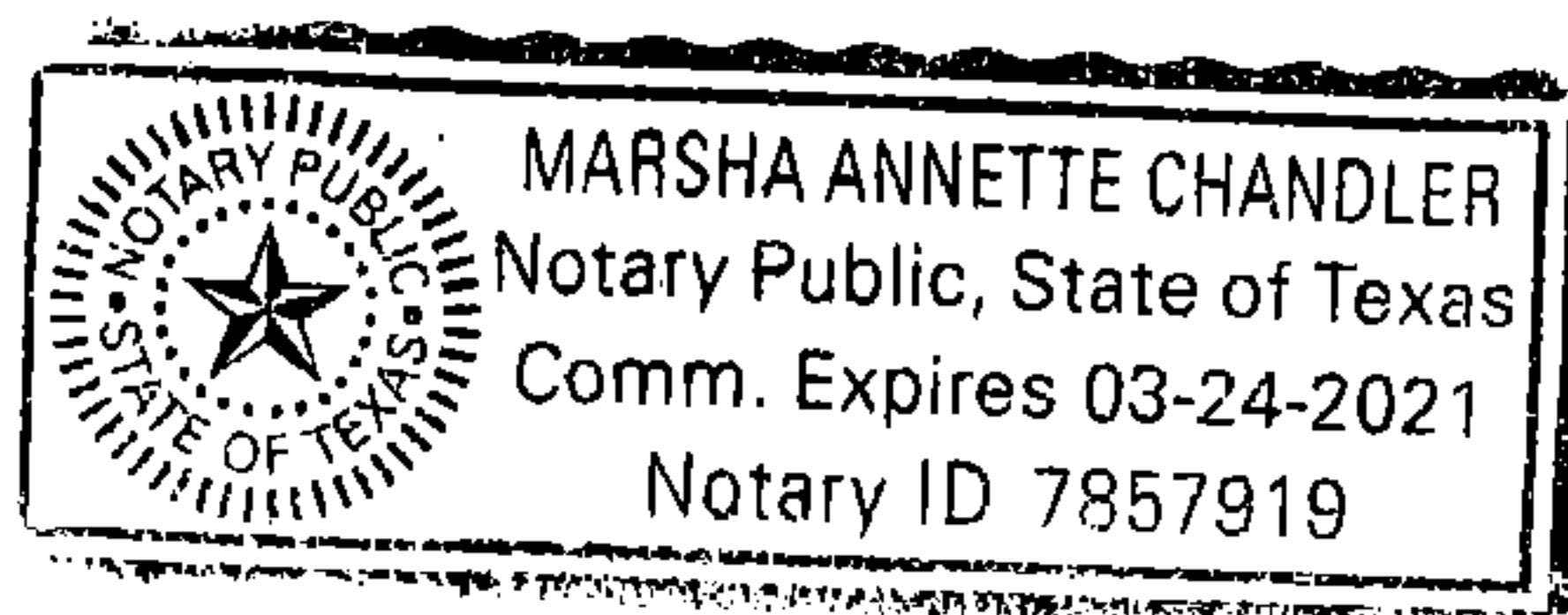
This instrument was acknowledged before me on the 16 day of December, 2019 by Will Waters, an Authorized Person of GOLDMAN SACHS BANK USA, a New York State-Chartered Bank, on behalf of said Bank.

[SEAL]


Notary Public, State of Texas

My Commission Expires:
3/24/2021

Print Name: Marsha Chandler



TENANT:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: Chris McKissack
Title: Sr. Real Estate Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS

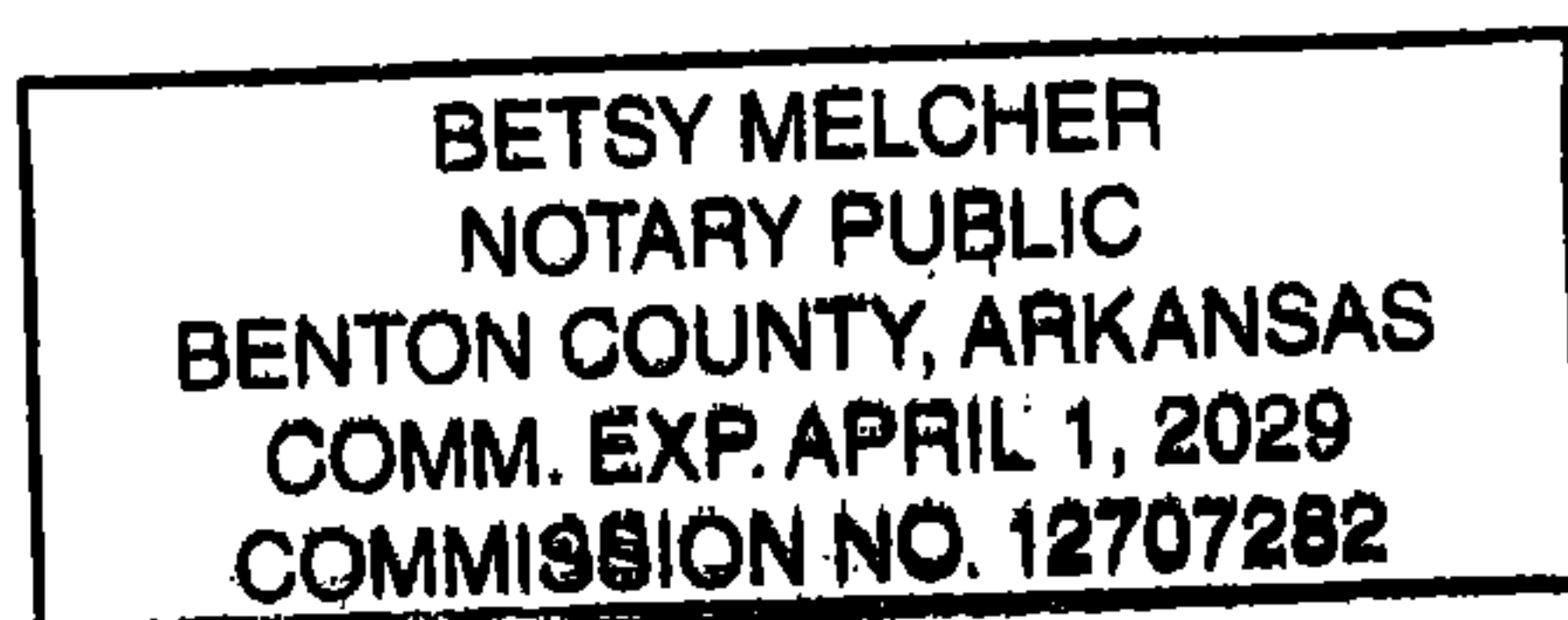
COUNTY OF Benton

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§

On this the 19 day of December, 2019, before me, Betsy Melcher,
the undersigned officer, personally appeared Chris McKissack, known to
me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
who acknowledged himself to be the Sr Manager of WSE
MANAGEMENT, LLC, a Delaware limited liability company, the General Partner, of **WAL-**
MART STORES EAST, LP, a Delaware limited partnership, and that he/she, being duly
authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal)



Betsy Melcher
Signature of notarial officer

My commission expires: 4/1/29

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or parcel of land lying and being in the NW ¼ of Section 15, Township 19 South, Range 2 West, in Indian Springs Village, Shelby County, Alabama and being more fully described as Lot 2, according to the Survey of Valleydale Market Place, as recorded in Map Book 16, page 117, in the Probate Office of Shelby County, Alabama

A part of the SW ¼ of the NW ¼, Section 15, Township 19 South, Range 2 West, identified as Tract No. 11 on Project No. STPBH-9802 (905) in Shelby County, Alabama, and being more fully described as follows:

Commencing at the Northeast corner of the SW ¼ of the NW ¼ of Section 15, Township 19 South, Range 2 West: run thence S 00°10'05" E a distance of 114.07 feet, more or less, to a point in the south right-of-way line of Valleydale Road being the Point of Beginning; run thence S 00°13'12" W a distance of 33.09 feet, more or less, to a point on the acquired right of way line; run thence along the acquired right of way line S 50°59'48" W a distance of 238.81 feet, more or less, to a point offset 65 feet, more or less, to the right of the proposed centerline of Valleydale Road at a station of 105+95.28; run thence along an arc 109.16 feet, more or less, to the right, having a radius of 2365.00 feet, the chord of which is S 52°19'08" W for a distance of 109.15 feet, more or less, to a point on the grantor's property line; run thence along the grantor's property line N 41°33'12" W a distance of 28.63 feet, more or less, to a point on the south right-of-way line of Valleydale Road; run thence along an arc 155.52 feet, more or less, to the left, having a radius of 2913.72 feet, the chord of which is N 52°09'48" E for a distance of 155.50 feet, more or less, to a point on the south right of way line of Valleydale Road; run thence N 51°36'52" E a distance of 214.67 feet, more or less, to the Point of Beginning.

TOGETHER WITH easement rights arising under Instrument 1992-09484 in the Probate Office of Shelby County, Alabama.

ALSO, TOGETHER WITH those certain beneficial cross-access easement rights granted to the Property pursuant to the Declaration of Covenants Regarding Ingress and Egress Easements recorded in Instrument No. 1992-09475 in the Probate Office of Shelby County, Alabama.

ALSO, TOGETHER WITH any rights, privileges, easements and appurtenances granted to the Property pursuant to the Easements with Covenants and Restrictions Affecting the Land recorded in Instrument No. 20141218000398120 in the Probate Office of Shelby County, Alabama.

For information purposes only

Assessed under Tax Parcel No.: 10-5-15-0-001-052.002

Assessed under Address: 2653, 2655, 2657, 2659, 2661, 2665, 2673, and 2675 Valleydale Road, Indian Springs Village, Alabama 35244



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/30/2019 11:24:01 AM
\$37.00 CHARITY
20191230000480950

Allen S. Bayl