

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

THIS AGREEMENT is made as of August 16, 2016, between Citizens Bank, National Association ("Lender"), having an office at 5955 Carnegie Boulevard, Suite 200, Charlotte, NC 28209, and Celco Partnership d/b/a Verizon Wireless ("Tenant"), having an address of Verizon Global Real Estate, 7701 E. Telecom Parkway, Mail Code: FLTDSB1W, Temple Terrace, FL 33637, Attn: Lease Administration.

W I T N E S S E T H:

WHEREAS Branch Inverness Associates, LP, a Delaware limited partnership, successor to Inv Corners LLC, a Delaware limited liability company ("Landlord") and Tenant have entered into that certain lease dated March 9, 2015 (as amended, extended and renewed from time to time, the "Lease") covering certain Premises, Building and Land being more particularly described in Exhibit A (the "Premises") in the building located at Inverness Corners Shopping Center, space 30, Birmingham, Alabama (the "Building"); and

WHEREAS, Lender has made or intends to make a loan ("Loan") to Landlord, which loan is or will be secured by a mortgage or deed of trust (the "Mortgage") covering the Premises, the Building and the land on which the Building is situated (the Premises, the Building and the land being collectively referred to as the "Property");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is, and shall be, subject and subordinate to the Mortgage and to all renewals, modifications, extensions and replacements thereof.
2. If the Mortgage is foreclosed, the mortgagee thereunder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding, and will not terminate the Lease or any option to purchase the Property or any part thereof contained therein or disturb Tenant's occupancy of the Premises, so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond the expiration of any applicable grace period set forth therein.
3. Any action by Lender to enforce the Mortgage by reason of a default thereunder will not terminate the Lease or invalidate or constitute a breach of any of the terms thereof, and in the event Lender forecloses the Mortgage, or any party acquires the Property pursuant to a power of sale contained in the Mortgage, or a deed in lieu of foreclosure is delivered (any or all of the above being referred to as a "Foreclosure Sale"), Tenant will attorn to Lender or other purchaser at any foreclosure sale thereunder or to the grantee under a deed in lieu of foreclosure (the "Foreclosure Purchaser"), and will execute and deliver such instruments as



may be reasonably necessary to evidence such attornment, provided Tenant receives from such purchaser or grantee an agreement recognizing the validity of the Lease.

4. In the event of a Foreclosure Sale, the Foreclosure Purchaser agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after such event, have the same remedies against the Foreclosure Purchaser for the breach of an agreement contained in the Lease that Tenant would have had against Landlord if the Foreclosure Purchaser had not succeeded to the interest of Landlord; provided, however, the Foreclosure Purchaser shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord), unless such act or omission arises out of a continuing or present responsibility of Landlord pursuant to the terms of the Lease; or
- (b) subject to any offsets or defenses that Tenant has against any prior landlord (including Landlord) unless expressly provided for in the Lease; or
- (c) bound by the payment of any rent or additional rent that Tenant paid more than one month in advance of the due date thereof to any prior landlord (including Landlord) unless expressly provided for in the Lease; or
- (d) bound by any amendment or modification of the Lease made without Lender's consent, which consent Lender shall not unreasonably withhold or delay.

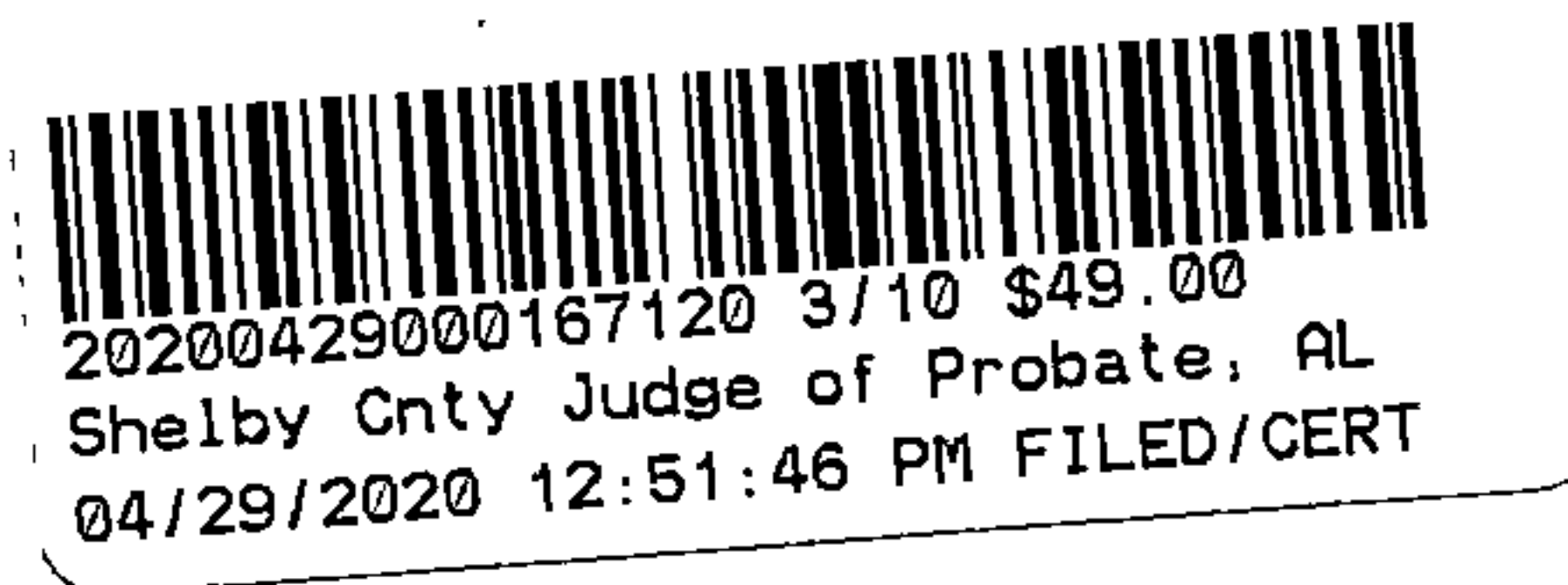
5. Tenant shall send a copy of any notice or statement alleging a Landlord default under the Lease to Lender at the same time Tenant sends such notice or statement to Landlord at the address set forth herein. The curing of any of Landlord's defaults by Lender shall be treated as performance by Landlord.

6. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. Neither this Agreement nor any provision hereof shall be construed against the party causing this Agreement or such provision to be drafted.

7. This Agreement shall not be amended, modified or terminated nor may any of its provisions be waived, except by a writing signed by the party against whom such amendment, modification, termination or waiver is sought to be enforced.

8. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including a Foreclosure Purchaser.


9. This Agreement shall not be effective unless and until it has been executed and delivered by Tenant and Lender and Landlord.



IN WITNESS WHEREOF, the parties have executed this Agreement under seal  
as of the date first above written.


LENDER:

Citizens Bank, National Association

By:   
Name: PEYTON D. BIBB  
Its: SENIOR VICE PRESIDENT

TENANT:

Cellco Partnership d/b/a Verizon Wireless

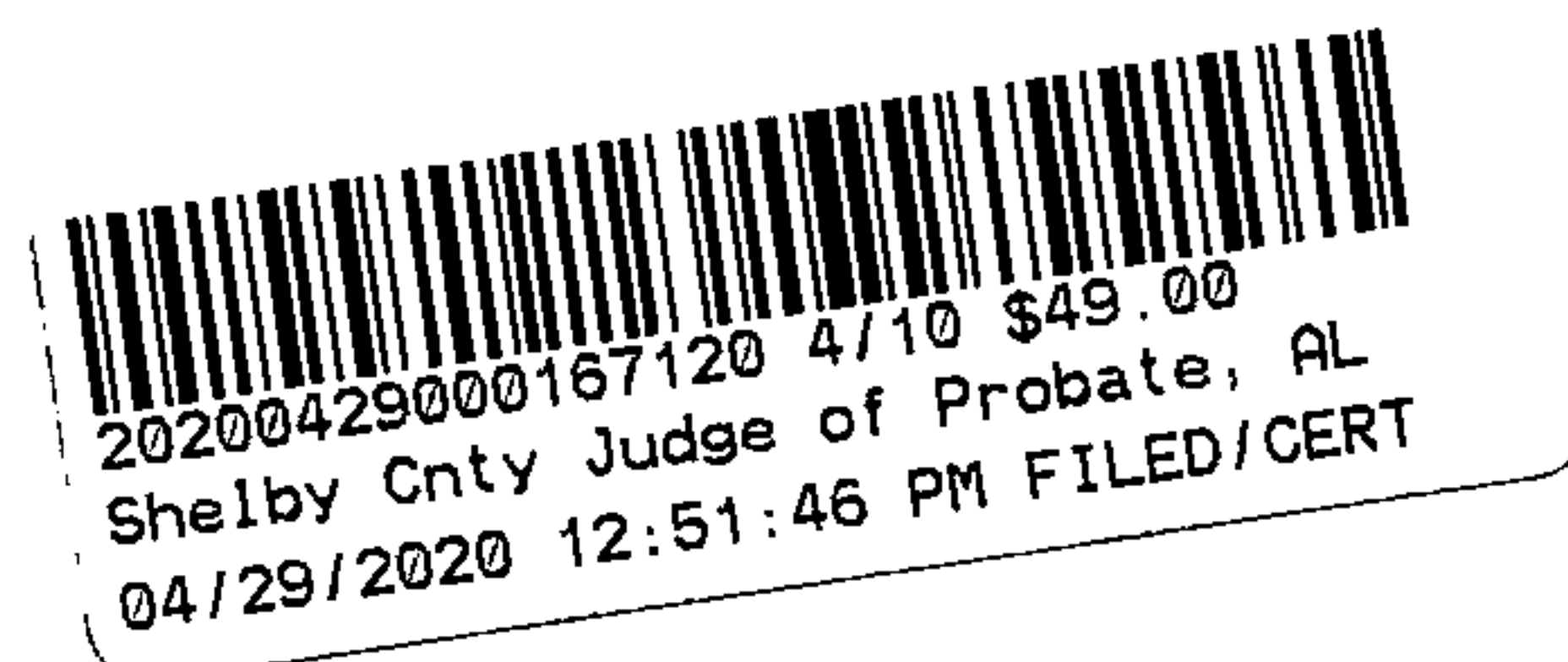
By:   
Name: Christi Cantu  
Its: Senior Manager, Real Estate Operations

LANDLORD:

Branch Inverness Associates, LP,  
a Delaware limited partnership

*\* See attached signature page*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Agreement under seal  
as of the date first above written.

LENDER:

Citizens Bank, National Association

By: [Signature]  
Name: PEYTON D. BIBB  
Its: SENIOR VICE PRESIDENT

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: [Signature]  
Name: Christi Cantu  
Its: Senior Manager, Real Estate Operations

LANDLORD:

Branch Inverness Associates, LP,  
a Delaware limited partnership  
By: Branch Retail GP, LLC  
General Partner

By: [Signature]  
Name: Terry M. Hampel  
Its: Authorized Signatory



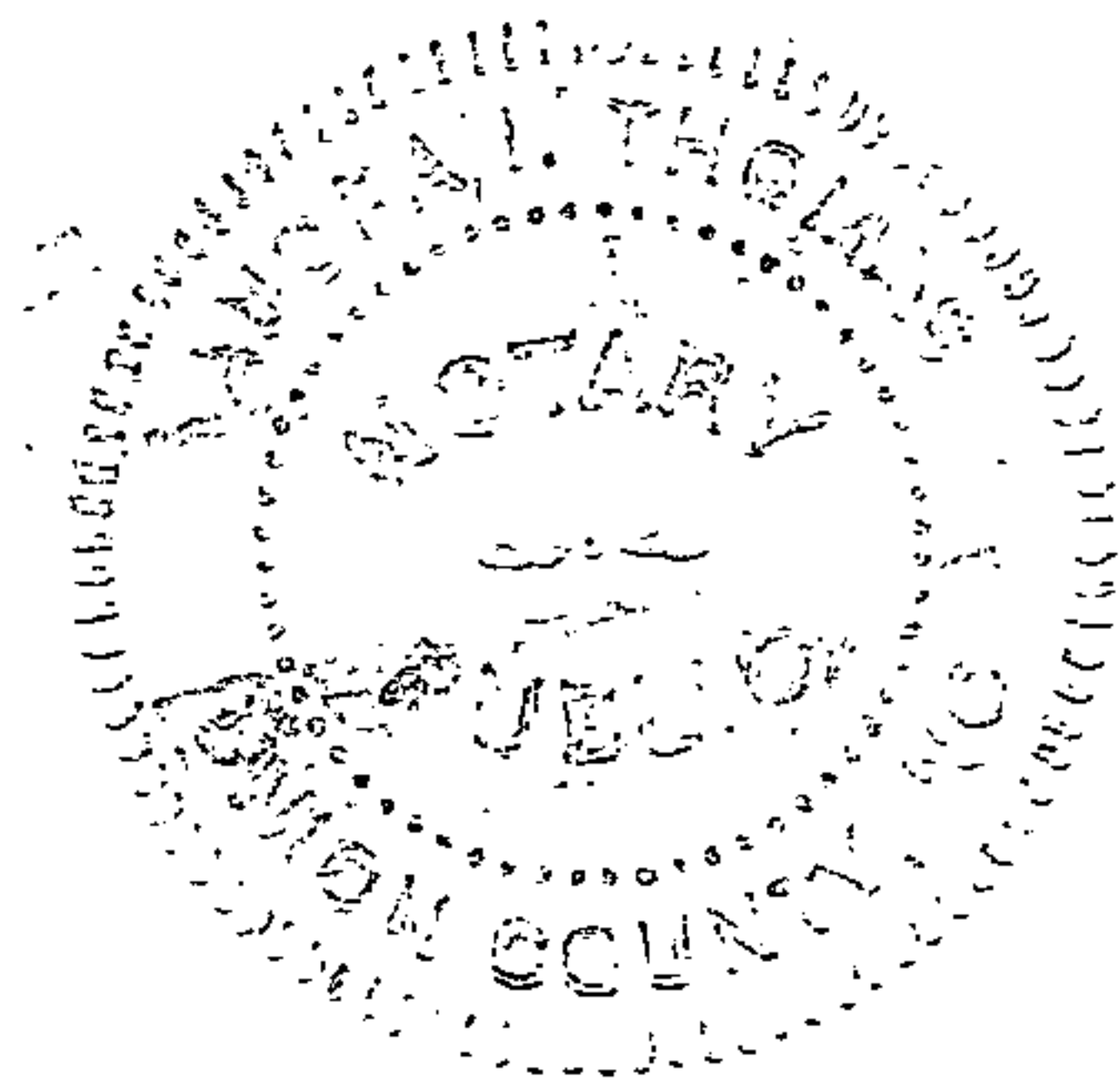
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STATE OF North Carolina)  
COUNTY OF Mecklenburg)

SS:

On the 12<sup>th</sup> day of August in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Peyton D. Bibb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



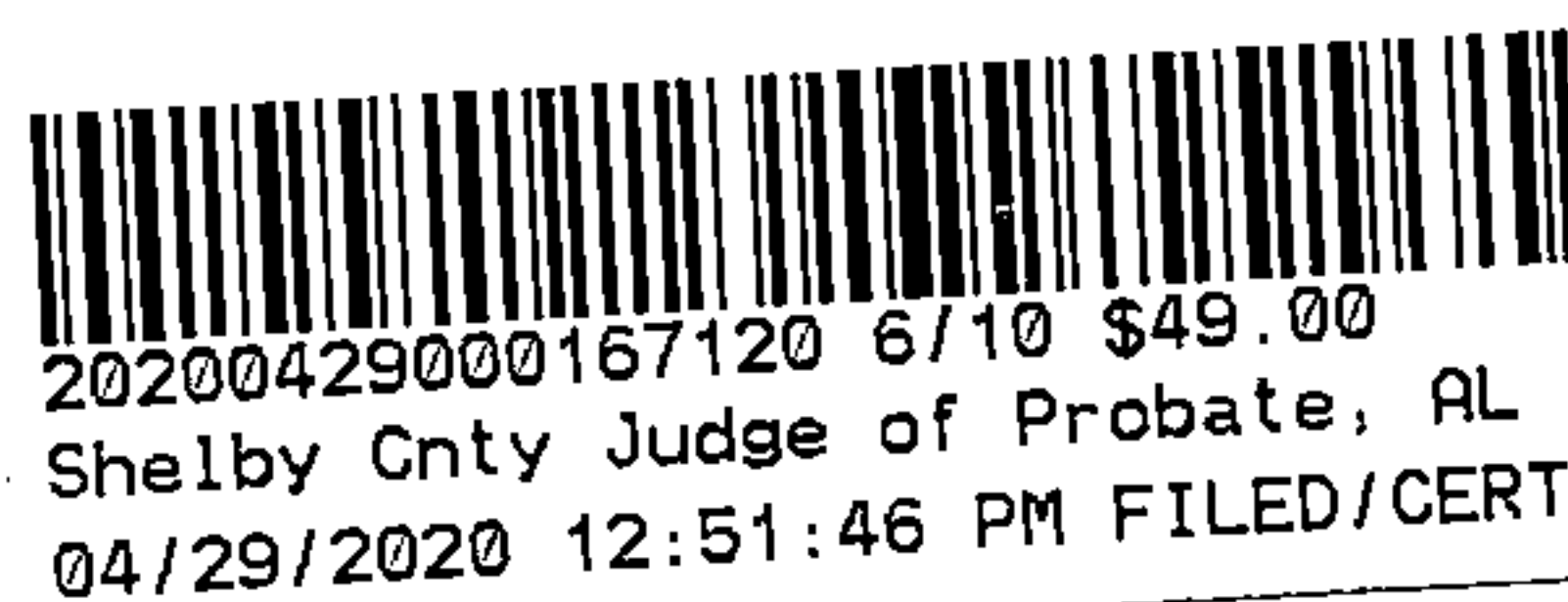
Kudra S. Thomas  
Notary Public

STATE OF Georgia)  
COUNTY OF Fulton)

SS:

On the 2<sup>nd</sup> day of August in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Christi Cantu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

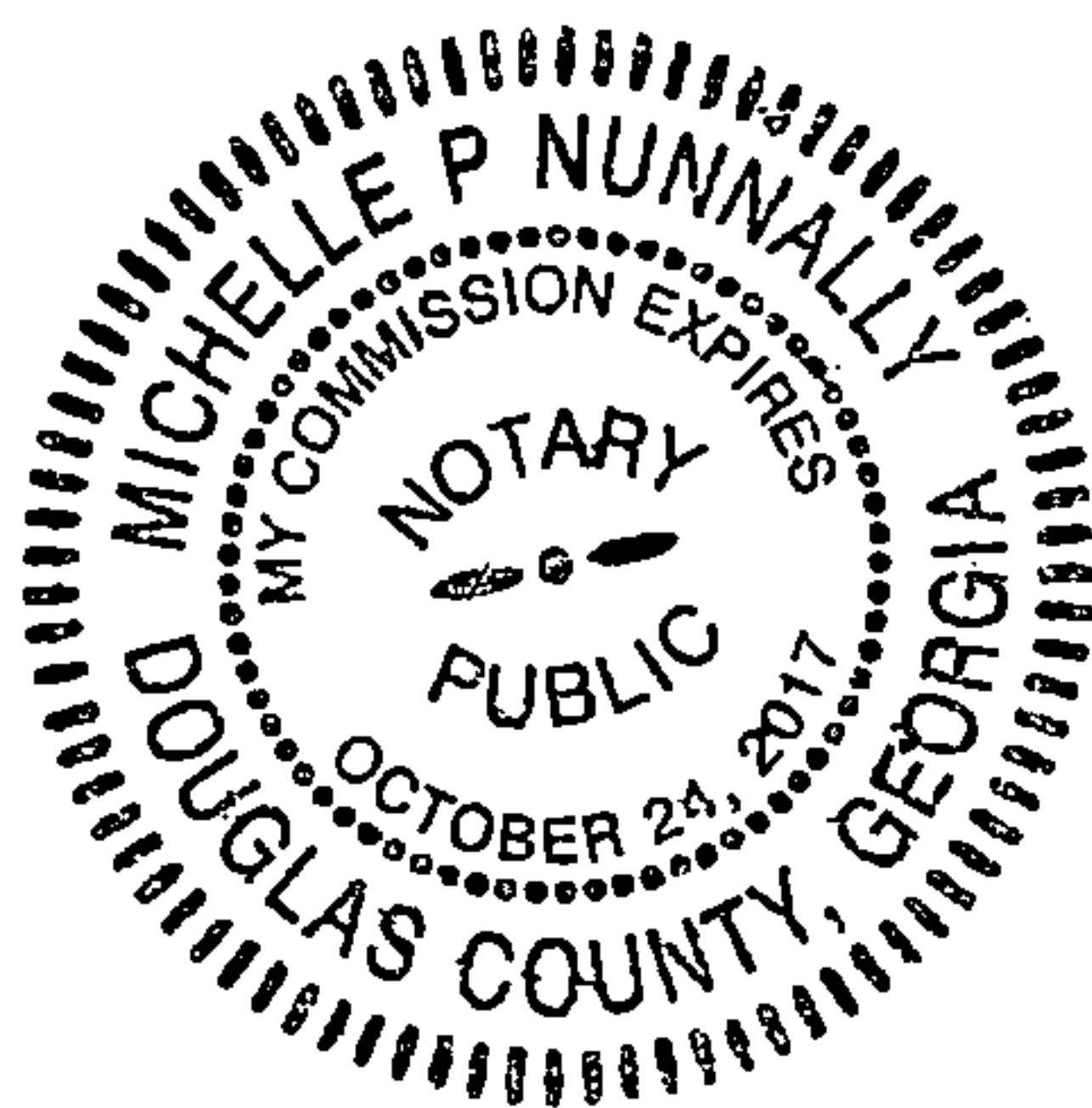
Katharine C. Estill  
Notary Public



STATE OF Georgia )  
COUNTY OF Fulton )

SS:

On the 19<sup>th</sup> day of August in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry M. Hampel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Michelle P. Nunnally  
Notary Public

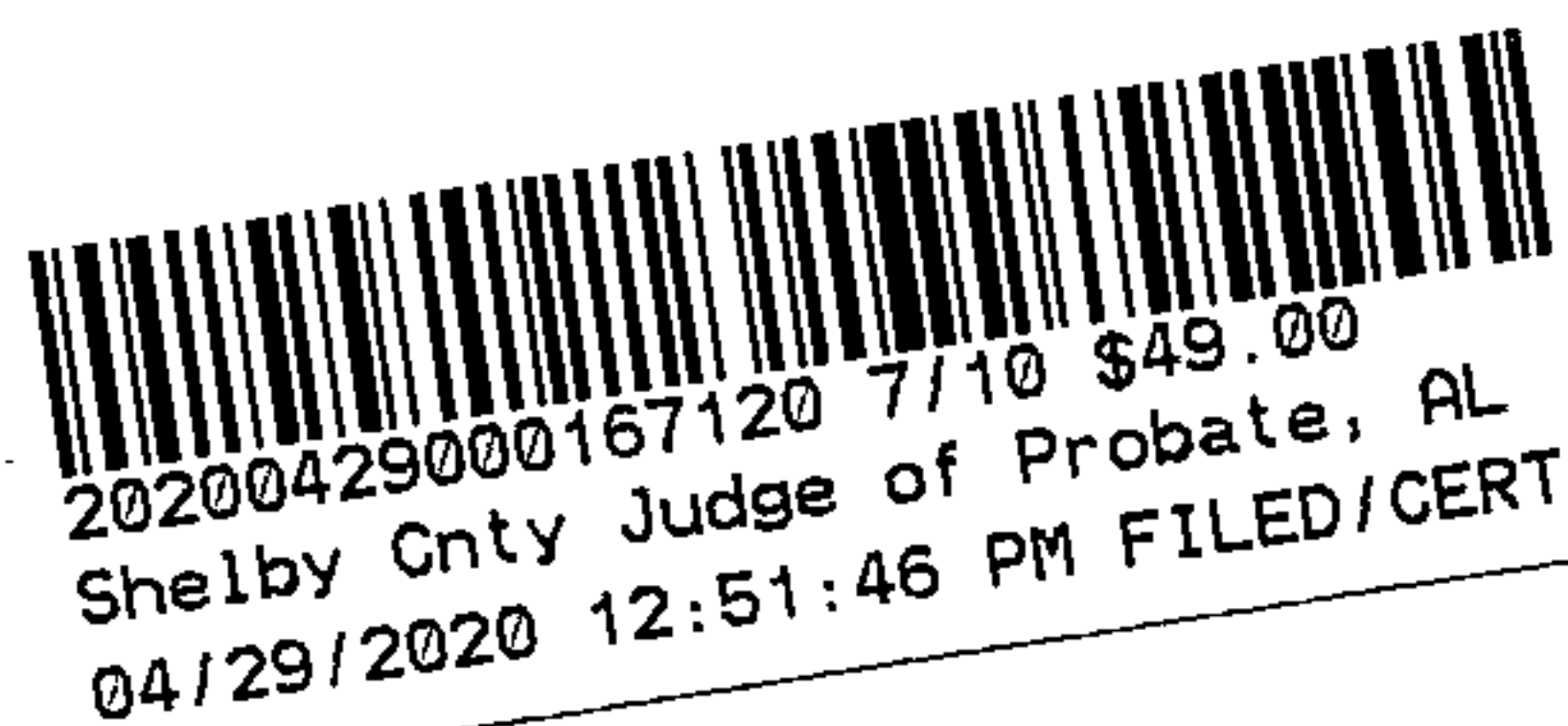
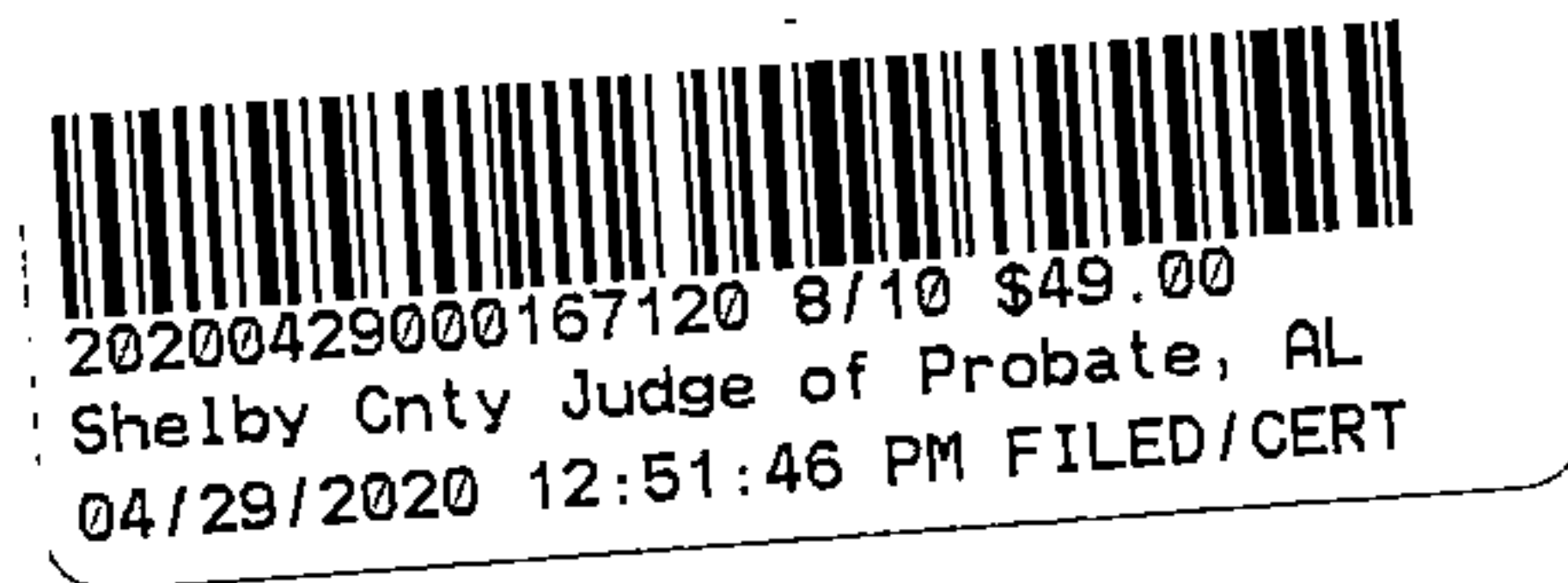


EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

SEE ATTACHED





The land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

**TRACT I: Inverness Corner Shopping Center**

**Parcel 1 (Fee):**

All that piece, parcel or tract of land and being at the southeastern intersection of the U.S. Highway 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama, and being more particularly described as follows:

Beginning at a point on the southern edge of Valleydale Road (Route 17 Shelby County) and running with Valleydale Road fourteen (14) calls, to-wit: N 33°47'02"E for a distance of 212.20 feet to a point; thence North 30°13'44"E for a distance of 146.44 feet to a point; thence with a curve to the right with a chord bearing and distance of N33°33'44"E, 253.25 feet (R=1482.42 feet; AL=253.56 feet) to a point; thence a curve to the right with a chord bearing and distance of N42°28'26"E, 127.10 feet (R=1057.56 feet, AL=127.18 feet) to a point; thence with a curve to the right with a chord bearing and distance of N49°13'27"E, 220.45 feet (R=1527.67 feet; AL=220.65 feet) to a point; thence a curve to the right with a chord bearing and distance of N55°39'08"E, 147.90 feet (R=1968.19 feet; AL=147.93 feet) to a point; thence a curve to the left with a chord bearing and distance of N54°54'30"E, 173.97 feet (R=1326.78 feet; AL=174.10 feet) to a point; thence a curve to the left with a chord bearing and distance of N48°42'29"E, 157.02 feet (R=1554.42 feet; AL=157.08 feet) to a point; thence with a curve to the left with a chord bearing and distance of N42°39'05"E, 271.82 feet (R=1482.42 feet; AL=272.20 feet) to a point; thence with a curve to the left with a chord bearing and distance of N33°56'25"E, 54.11 feet (R=1482.42 feet; AL=54.12 feet) to a point; thence S57°06'20"E for a distance of 5.00 feet to a point; thence N31°40'47"E for a distance of 63.06 feet to a point; thence North 29°21'44"E for a distance of 36.77 feet to a point; thence N29°01'23"E for a distance of 200.22 feet to a point at the intersection of Valleydale Road and U.S. Highway 280; thence running with U.S. Highway 280 for two (2) courses, to-wit: S64°07'08"E for a distance of 69.95 feet to a point; thence S60°56'53"E for a distance of 172.15 feet to a point; thence leaving U.S. Highway 280 and running with property of Schlotsky's Realty for eight (8) courses to-wit: S29°00'44"W for a distance of 225.82 feet to an iron pin; thence running S74°00'05"W for a distance of 21.45 feet to a point; thence running N60°54'51"W for a distance of 11.83 feet to an iron pin; thence running S30°26'19"W 5.61 feet to a point; thence running a curve to the left with a chord bearing and distance of S39°06'56"E, 92.82 feet (R=50.00 feet; AL=118.95 feet) to a point; thence running N72°43'57"E for a distance of 23.89 feet to an iron pin; thence running with a curve to the right with a chord bearing and distance of S88°16'49"E 143.89 feet (R=220.50 feet; AL=146.58 feet) to an iron pin; thence North 29°01'47"E for a distance of 197.77 feet to a point on the southern margin of U.S. Highway 280; thence running with U.S. Highway 280 for two (2) calls, to-wit: S60°56'53"E for a distance of 234.60 feet to an iron pin; thence S61°19'38"E for a distance of 77.00 feet to an iron pin; thence leaving U.S. Highway 280 and running with Pier One Imports for six (6) courses, to-wit: S28°42'18"W for a distance of 110.80 feet to a point; thence running with a curve to the left with a chord bearing and distance of S17°53'25"W, 37.07 feet (R=99.92 feet; AL=37.29 feet) to a point; thence running S61°16'32"E for a distance of 191.05 feet to a point; thence with a curve to the right with a chord bearing and distance of S16°17'42"E, 42.43 feet (R=30.00 feet; AL=47.12 feet) to a point; thence running S28°42'18"W for a distance of 74.30 feet to a point; thence running N89°45'04"E for a distance of 17.14 feet to an iron pin; thence running S31°51'47"W for a distance of 46.24 feet to an iron pin; thence S16°23'44"E for a distance of 22.63 feet to an iron pin; thence S72°09'04"W for a distance of 33.85 feet to an iron pin; thence running with First National Bank of Shelby County for twelve (12) courses, to-wit: a curve to the left with a bearing and distance of N34°22'07"W, 91.27 feet (R=160.50



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feet; AL=92.55 feet) to a point; thence S53°07'30"E for a distance of 9.55 feet to a point; thence running a curve to the left with a chord bearing and distance of N79°48'56"W, 31.44 feet (R=35.00 feet; AL=32.61 feet) to a point; thence running S73°35'14"W for a distance of 2.93 feet to a point; thence running a curve to the left with a chord bearing and distance of S66°53'41"W, 32.18 feet (R=140.00'; AL=32.25') to a point; thence run South 60°17'44"W for a distance of 10.54 feet to a point; thence running a curve to the right with a chord bearing and distance of S67°20'21"W, 24.52 (R=100.00 feet; AL=24.59 feet) to a point; thence running S74°28'33"W for a distance of 4.21 feet to a point; thence running with a curve to the left with a chord bearing and distance of S58°05'08"W, 30.31 feet (R=54.00 feet; AL=30.72 feet) to a point; thence running S41°52'54"W for a distance of 65.95 feet to a point; thence running with a curve to the left with a bearing and distance of S66°39'35"W, 57.35 feet (R=112.00 feet AL=57.99 feet) to a point; thence running S09°29'50"E for a distance of 163.23 feet to an iron pin; thence running with Parcel 36 for three (3) courses, to-wit: S83°45'52"W for a distance of 158.30 feet to an iron pin; thence running S18°47'15"W for a distance of 349.69 feet to an iron pin; thence running with property now or formerly of Investments Associates (formerly Met Life Insurance Company) for ten (10) courses, to-wit: S02°05'56"W for a distance of 237.37 feet to an iron pin; thence running N87°53'19"W for a distance of 590.29 feet to a point; thence running S00°21'07"E for a distance of 4.08 feet; thence running S85°52'52"W for a distance of 126.86 feet to a point; thence running S82°35'48"W for a distance of 122.74 feet to a point; thence running S84°24'44"W for a distance of 336.12 feet to a point; thence running S30°29'58"W for a distance of 6.13 feet to a point; thence running with a curve to the right with a chord bearing and distance of N80°13'35"W, 118.64 feet (R=201.26 feet; AL=120.43 feet) to an iron pin; thence running N63°00'24"W for a distance of 115.34 feet to a point; thence running with a curve to the left with a bearing and distance of S73°22'00"W, 110.36 feet (R=80.00 feet; AL=121.78 feet) to an iron pin; thence N60°07'50"W for a distance of 12.00 feet to the Point or Place of Beginning.

**Parcel 2 (Easement):**

Non-exclusive access easements as described in Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003 and recorded in Instrument No. 20031205000788530.

**Parcel 3 (Easement):**

Non-exclusive easements for access, ingress, egress, and utilities as described in Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc. dated April 30, 1996 and recorded in Instrument #1996-14793.

  
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