

When recorded return to:

Fisher & Suhr, P.C.
1125 17th Street, Suite 710
Denver, Colorado 80202
Attn: Collin S. Watkins, Esq.
File ID No.: C214.1525E


20210303000106400 1/8 \$43.00
Shelby Cnty Judge of Probate, AL
03/03/2021 12:01:42 PM FILED/CERT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made as of January 27, 2021 by and among BancorpSouth Bank, a Mississippi Corporation (together with its successors and assigns, ("Lender"), **Spectrum Southeast, LLC**, a Delaware limited liability company ("Tenant"), and **Gauldin Investment Company, Inc.**, an Alabama corporation ("Landlord").

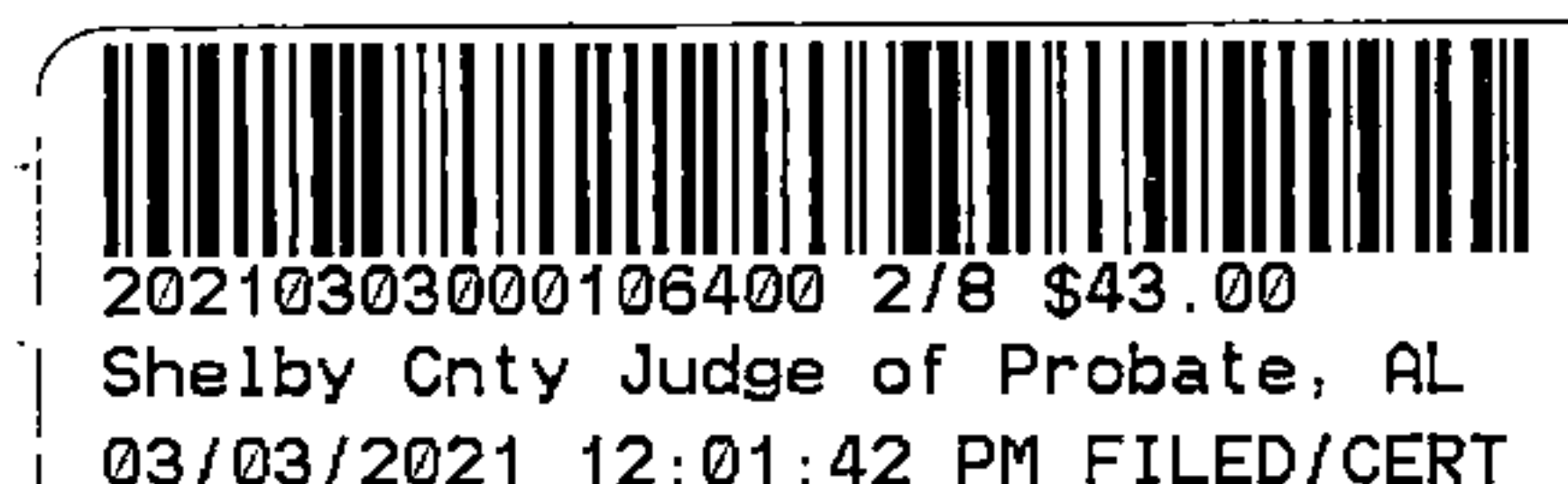
RECITALS

- A. Lender has made (or is making) a loan in the original principal amount of \$813,000 (the "Loan") to Landlord.
- B. Landlord is the owner of the land located at 5237 Hwy 280 South in Birmingham, Alabama 35244, legally described in Exhibit A attached hereto and made a part hereof, together with the buildings and other improvements located on such land (the "Property").
- C. Landlord is the landlord and Tenant is the tenant under Retail Lease Agreement dated February 11, 2021 (the "Lease"), relating to a portion of the Property (the "Premises").
- D. The Loan is (or will be) secured by, among other things, a mortgage or deed of trust, dated June 26, 2008, made by Landlord as owner of the Property, to Lender, and recorded in the real estate records of Shelby County, Alabama, in Instrument Number 20081001000388160 (such instrument, as amended, increased, renewed, modified, consolidated, replaced, split, spread or extended from time to time, is called the "Mortgage").

AGREEMENT

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

1. Consent to Lease. Lender hereby represents and warrants to Tenant that: (a) Lender has received and reviewed a copy of the Lease; (b) Lender consents to and approves the Lease; and (c) neither the Lease nor the exercise by Landlord or Tenant of any of the rights, remedies or options contained in the Lease shall constitute a breach or a default under the Mortgage or any of the documents and instruments now or hereafter evidencing or securing the Loan.
2. Subordination. Subject to Section 3 below, the Lease shall be subject and subordinate to the provisions and lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof.
3. Attornment. If Lender succeeds to Landlord's interest in the Lease, Tenant will be bound to Lender according to the terms and conditions of the Lease for the balance of the term of the Lease as if Lender were the landlord under the Lease. Tenant will attorn to Lender as its landlord under the Lease immediately upon Lender's succession to Landlord's interest in the Lease; provided, however, that Tenant will not be obligated to pay any rent to Lender until Tenant receives written notice from Lender that Lender has succeeded to Landlord's interest in the Lease. By its signature below, Landlord consents to Tenant's payment of rent or other payments to Lender upon written demand by Lender, regardless of any dispute between Lender and Landlord. Landlord releases and discharges Tenant from all liability to Landlord for any payment of rent or other payments that may be owing under the Lease but that are made as instructed by Lender in writing. The attornment contemplated in this paragraph is to be self-operative without the execution of any other instruments by any party. Tenant shall not be disturbed by Lender or anyone claiming by or through Lender so long as Tenant is not in default under the Lease beyond applicable notice and cure periods.
4. Non-Disturbance. Lender agrees that so long as no default exists beyond applicable notice and cure periods by Tenant under the Lease, Lender will not disturb Tenant's use, possession or enjoyment of the Premises, **nor will the leasehold estate of Tenant be affected or Tenant's rights under the Lease impaired** in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing or the exercise of any other remedy pursuant to the Mortgage.
5. Limitations on Obligations. If Lender succeeds to Landlord's interest in the Lease, such party will not be: (a) liable for any act or omission of Landlord, except to the extent any such act or omission relates to a continuing default under the Lease; or (b) subject to any offset or defense that Tenant may have against Landlord, except to the extent any such offset or defense relates to a continuing default under the Lease.
6. Modifications; Binding Effect. This Agreement may not be modified except by an agreement in writing signed by the parties. This Agreement shall inure to the benefit of



and be binding upon the parties hereto and their respective successors and assigns, including a third-party purchaser at a foreclosure sale or any assignee of a deed in lieu thereof.

7. Notices. Any notice or other communication required or permitted under this Agreement must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth below. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt:

If to Landlord: Gauldin Investment Company, Inc.
P. O. Box 381473
Birmingham, AL 35238

If to Tenant: Spectrum Southeast, LLC
c/o Charter Communications, Inc.
6360 S. Fiddlers Green Circle, Suite 100
Greenwood Village, Colorado 80111-4951
Attn: Charter Real Estate
File ID No.: AL0192

With a copy by email to:
leaseadmin@charter.com

If to Lender: BancorpSouth Bank
Attn: David L. Williamson
2211 Highland Avenue South
Birmingham, AL 35205

Any party to this Agreement may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this section.

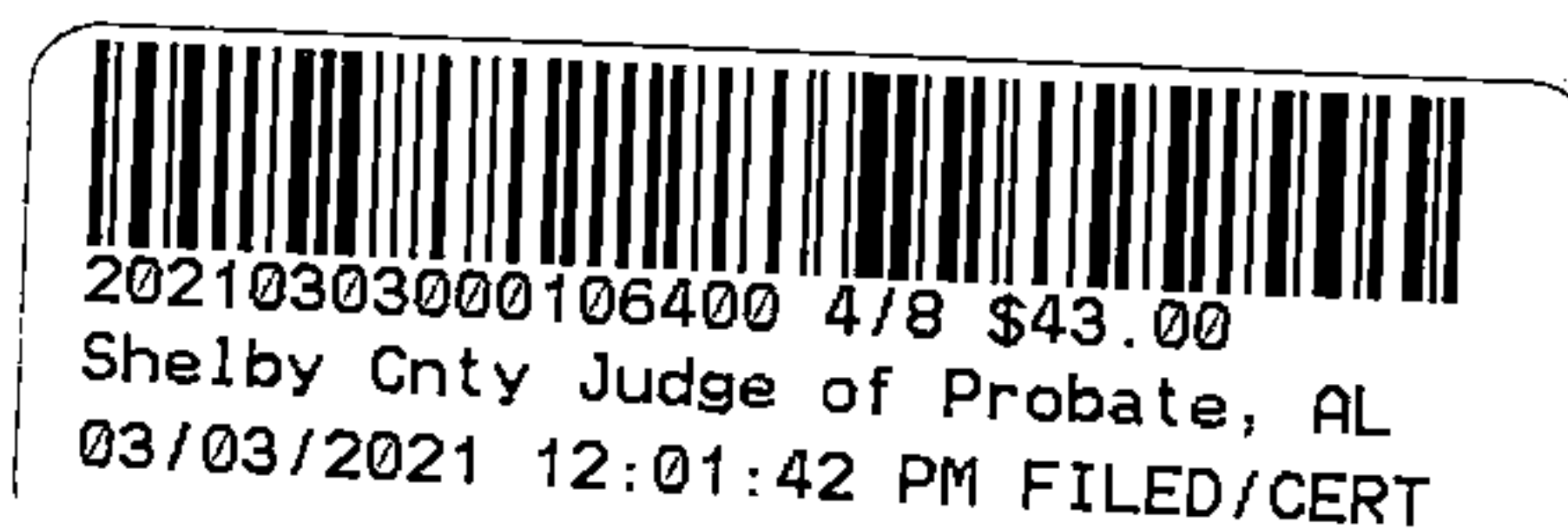
8. Severability. If any term or provision of this Agreement or the application thereof to any party or circumstance is to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
9. Construction. This Agreement shall be governed by the laws of the state in which the Property is located without reference to its conflict of laws principles.



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10. Successors. The burdens and benefits of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
11. Counterparts. This Agreement may be signed and delivered by facsimile or electronically and the same facsimile or "pdf" signatures shall constitute original signatures hereof with all force and effect of law. This Agreement may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one and the same document.

[SIGNATURE PAGES TO FOLLOW]



EXECUTED as of the date first written above.

TENANT:

Spectrum Southeast, LLC

By: Charter Communications, Inc
its Manager

By: Michael D. Reid
Name: Michael D. Reid
Title: Group Vice President, Corporate Services

TENANT'S ACKNOWLEDGMENT

STATE OF Colorado)
)ss:
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 2nd day of February, 2021, by Michael D. Reid as Group Vice President of Charter Communications, Inc., a Delaware corporation, as Manager of Spectrum Southeast, LLC, a Delaware limited liability company.

Witness my hand and official seal:

[Signature]
Notary Public

My Commission Expires: September 28, 2022

(SEAL)

KIERA RENAE MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184038558
MY COMMISSION EXPIRES SEPTEMBER 28, 2022


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LENDER:

BancorpSouth Bank

By: [Signature]

Name: David L. Williamson

Title: Sr. Vice President

LENDER'S ACKNOWLEDGMENT

STATE OF Alabama)
)ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 27th day of January, 2021, by David L. Williamson as Sr. Vice President of BancorpSouth Bank, a Mississippi Corporation.

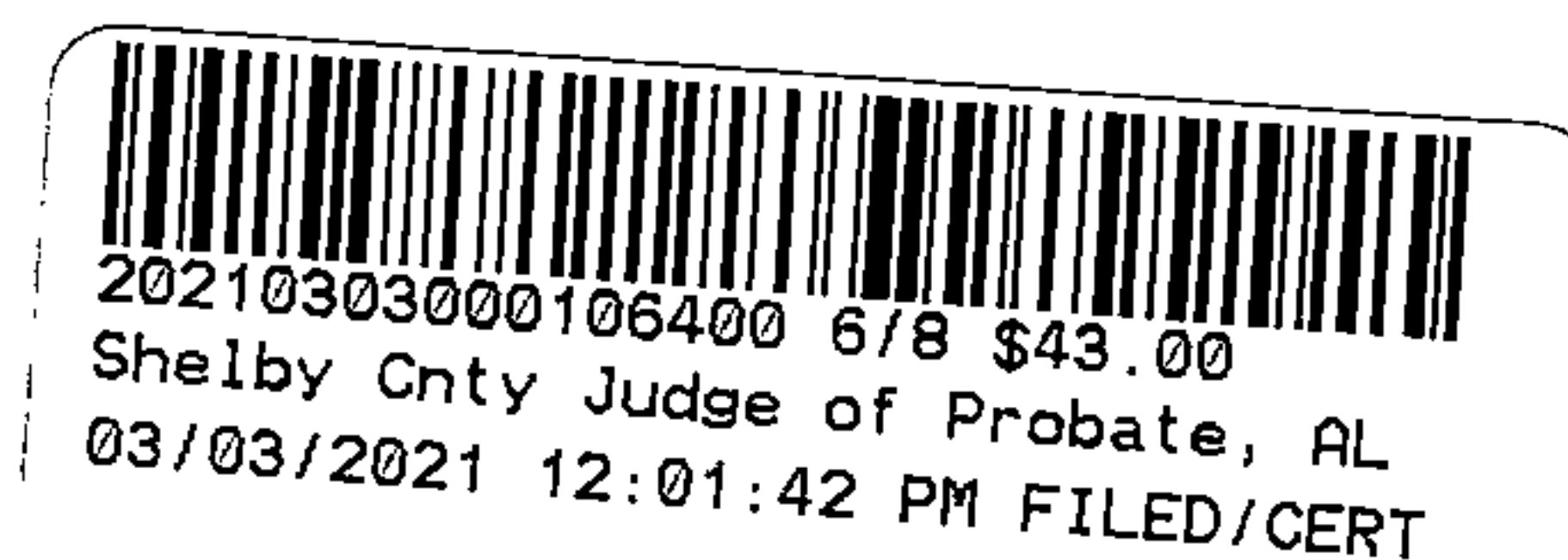
Witness my hand and official seal:

[Signature]
Notary Public

**My Commission Expires
11-14-2023**

My Commission Expires: _____

(SEAL)



LANDLORD:

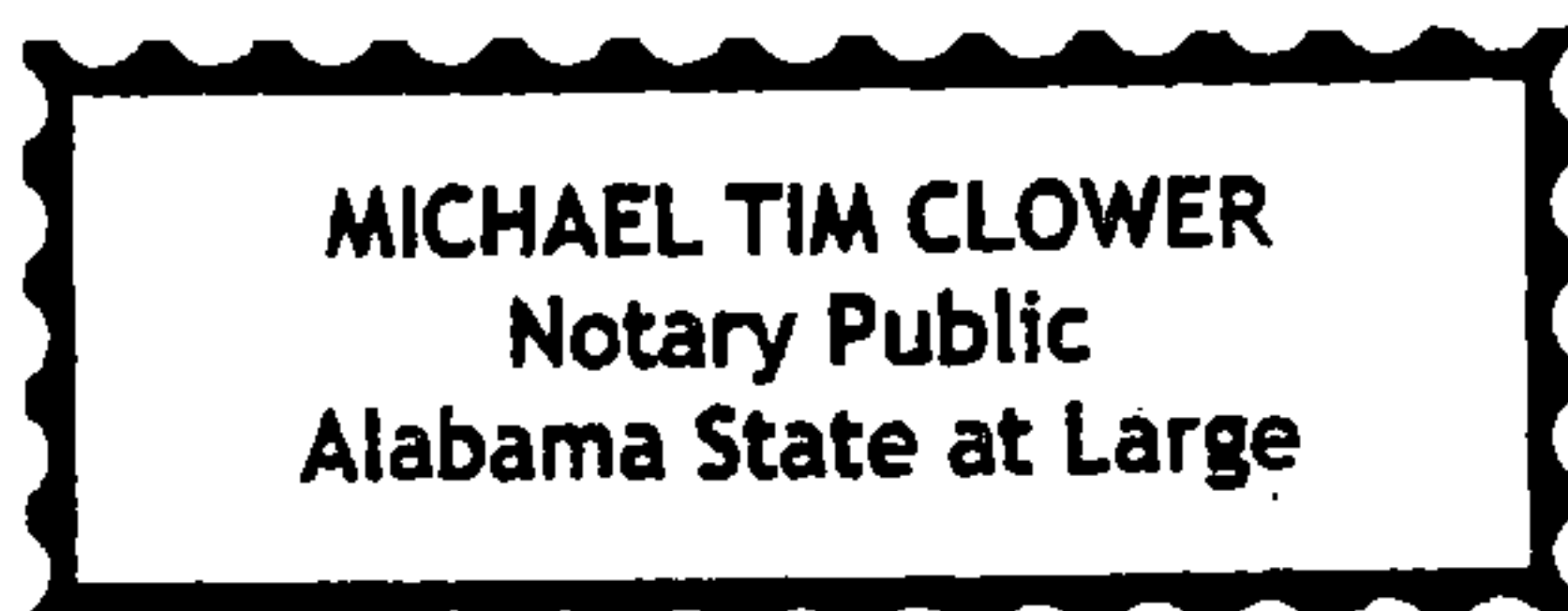
Gauldin Investment Company, Inc.,
an Alabama corporation

By: [Signature]
Name: T. Christopher Gauldin
Title: President

LANDLORD'S ACKNOWLEDGMENT

STATE OF Alabama)
)ss:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 28th day of January, 2021, by T. Christopher Gauldin as President of Gauldin Investment Company, an Alabama corporation.



(SEAL)

Witness my hand and official seal:

[Signature]
Notary Public

My Commission Expires: September 30, 2024

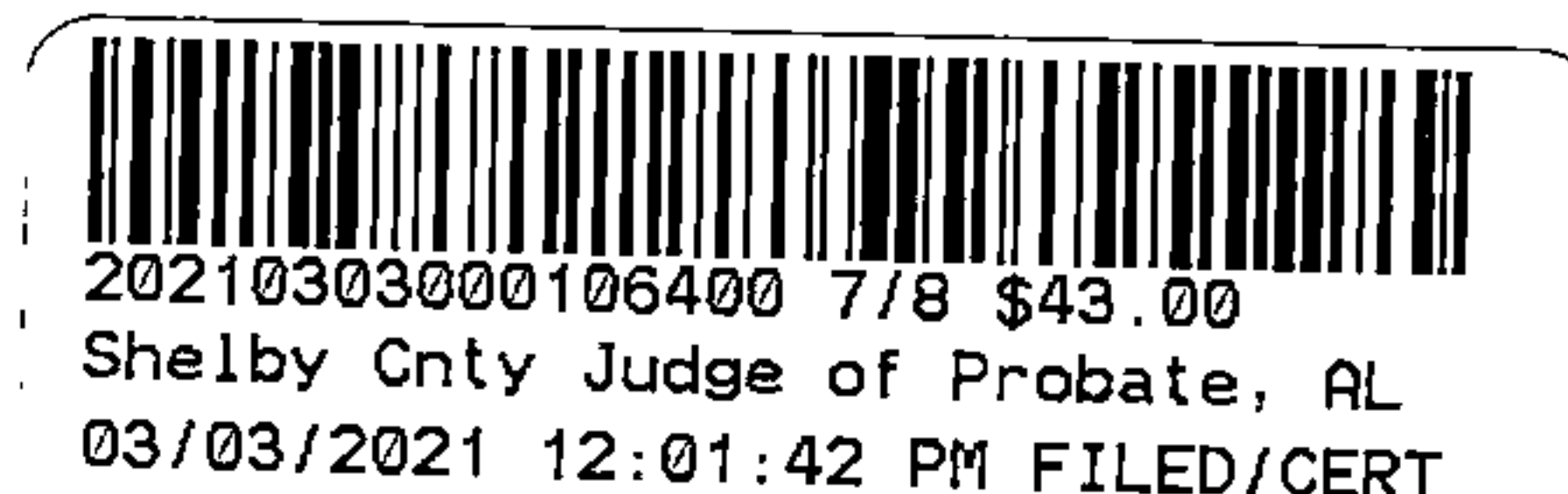


EXHIBIT A

LEGAL DESCRIPTION

Lot 1-F, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, Page 99 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with all the beneficial rights and interests in the easements described in the following instruments:

Declaration of Easements and Restrictive Covenants (Brook Highland Development - 1.35 acre Out Parcel) by AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, dated August 29, 1990, and recorded In Real 307, Page 985 in said Probate Office.

Easement Agreement dated October 12, 1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio recorded as Inst. No. 1993-32515 in said Probate Office.

Easement Agreement dated December 30, 1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc. as recorded in Inst. No. 1994-37773, re-executed by Inst. No. 1995-27233 In said Probate Office.



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