

AFTER RECORDING RETURN TO:
Staples, Inc.
500 Staples Drive
Framingham, MA 01702
Attention: Real Estate Legal Department

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgage)

THIS AGREEMENT (the "Agreement") is made as of December 17, 2020, by and among **ServisFirst Bank**, an Alabama banking corporation ("Mortgagee") **BDMP Group, LLC**, a Tennessee limited liability company, as successor in interest to Keystone Plaza, LLC, an Alabama limited liability company ("Landlord"), and **Office Superstore East LLC**, a Delaware limited liability company f/k/a Staples The Office Superstore East Inc., ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated December 17, 2020 and recorded in Book XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, Page XXXXXXXXXXXX of the Recorder of Shelby County, Alabama, recorded as Instrument No. 20201218000581850.

Reference is made to a lease ("Lease") dated **January 25, 2001**, between Landlord and Tenant, demising premises located at **3552 Pelham Parkway, Pelham, Alabama**, which premises is situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.
4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.
5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;
- (ii) subject to any off-sets or abatements against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;
- (iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or
- (iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed; provided however, Mortgagee's consent shall not be required for any amendment or modification (a) confirming the commencement or expiration dates of the Lease, (b) relating to any assignment or sublease permitted under the Lease without Mortgagee's consent, or (c) that extends the term of the Lease without reducing the amount of Base Rent or additional charges payable per leasable square foot by Tenant.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

ServisFirst Bank
1801 West End Avenue, Suite 850
Nashville, TN 37203

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

8. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.


9. No party shall have any obligation or liability arising out of this Agreement to any other party whatsoever at law or in equity (including any claims for detrimental reliance or promissory estoppel) unless and until such time as all parties shall have executed and delivered this Agreement.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

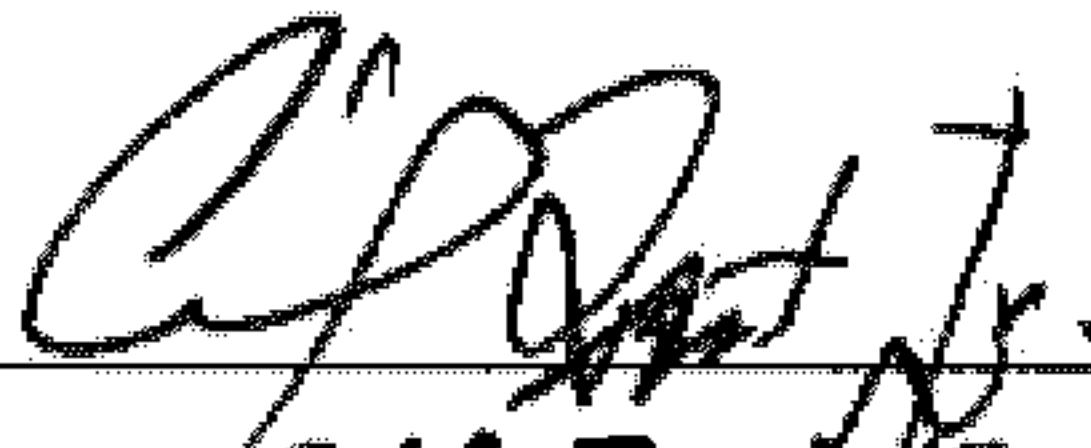
MORTGAGEE:
SERVISFIRST BANK

Witnessed By:



Jamie Osteen

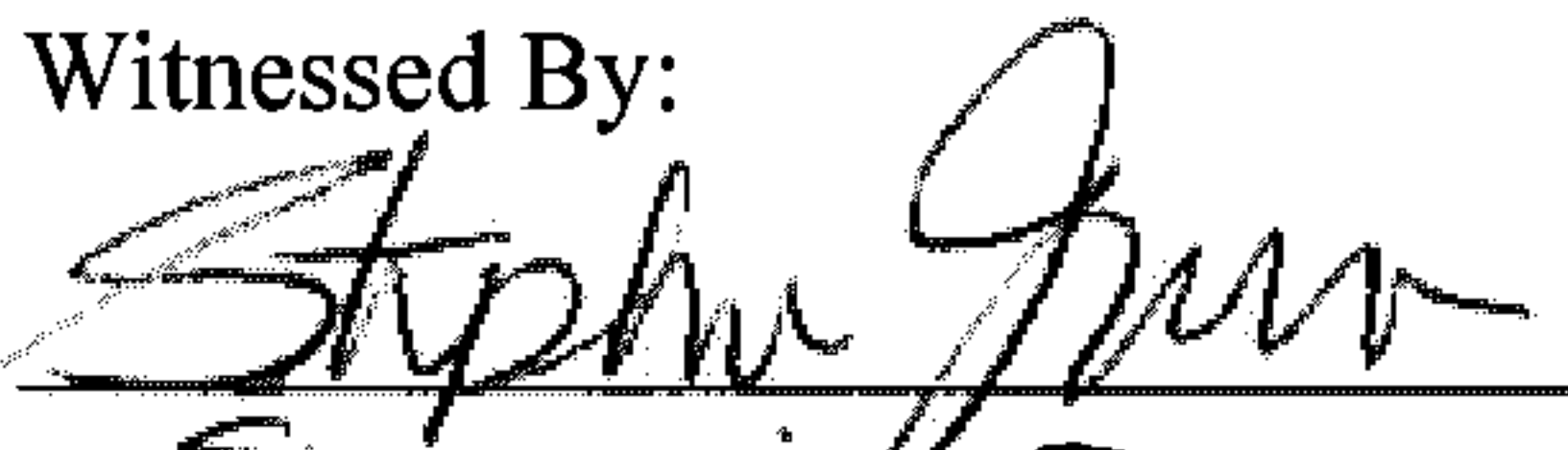
By:



its *Cliff Tart Jr.*
Senior Vice President


LANDLORD:
BDMP GROUP, LLC

Witnessed By:



Stephanie Farmer

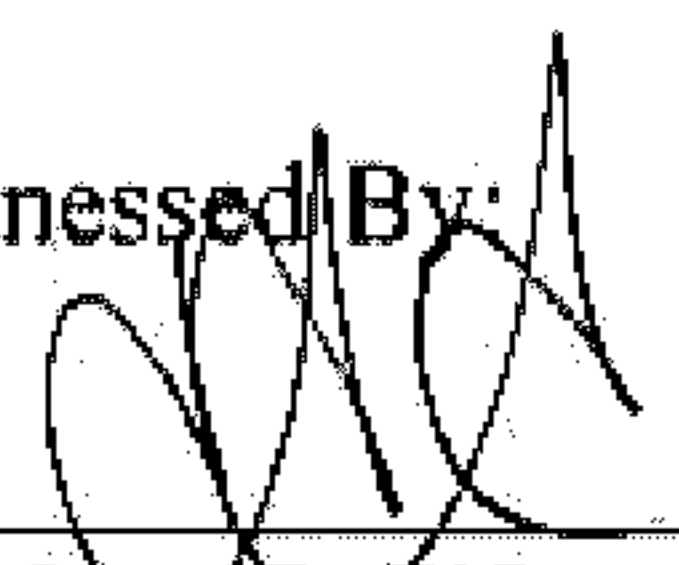
By:



its member


TENANT:
OFFICE SUPERSTORE EAST LLC

Witnessed By:



Lindsey Pollifrone

By:

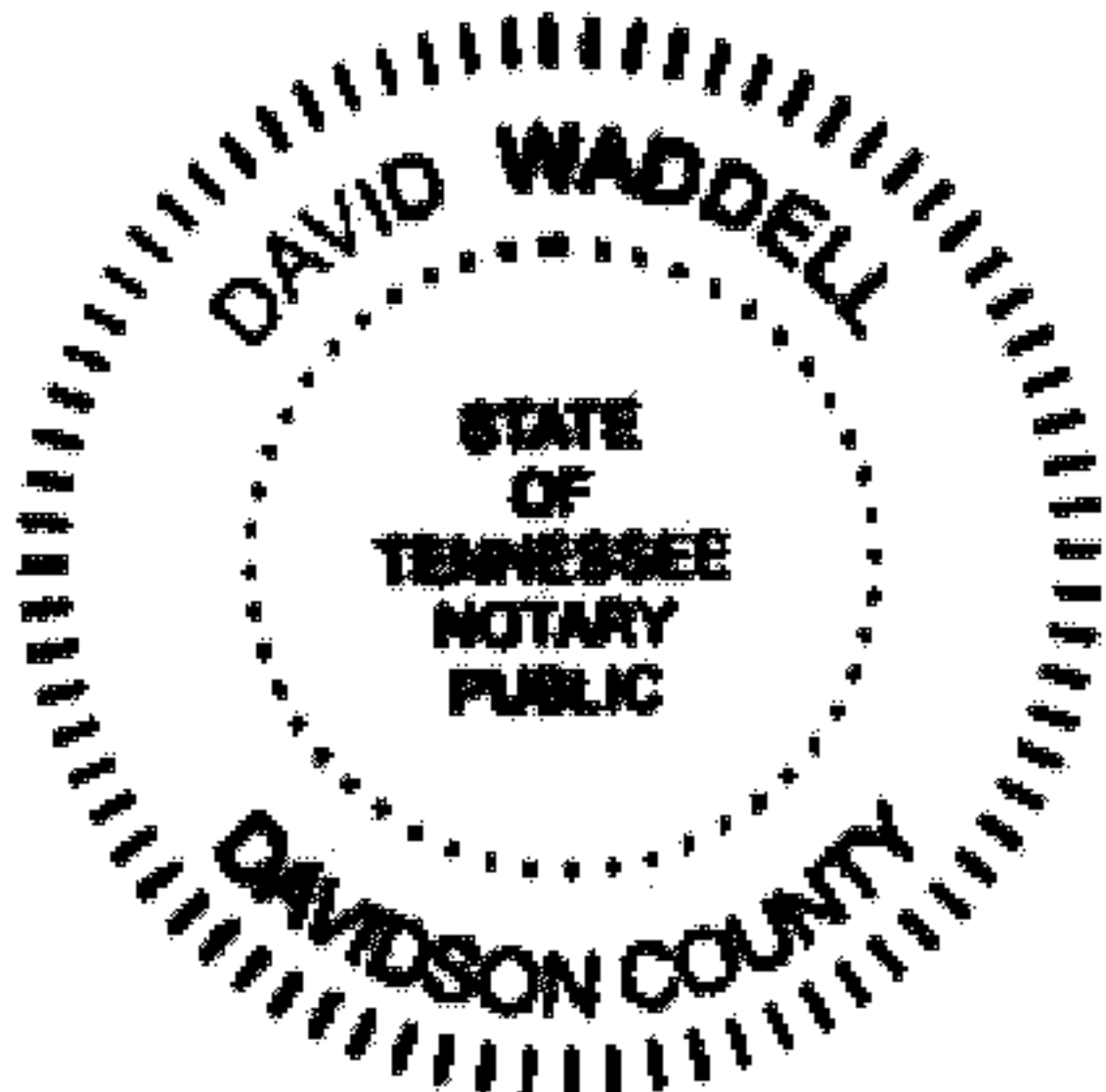


its Andrew Thorpe
Vice President,
Development & Facilities Management

ACKNOWLEDGMENTS

STATE OF TN)
) SS.
COUNTY OF Davidson)

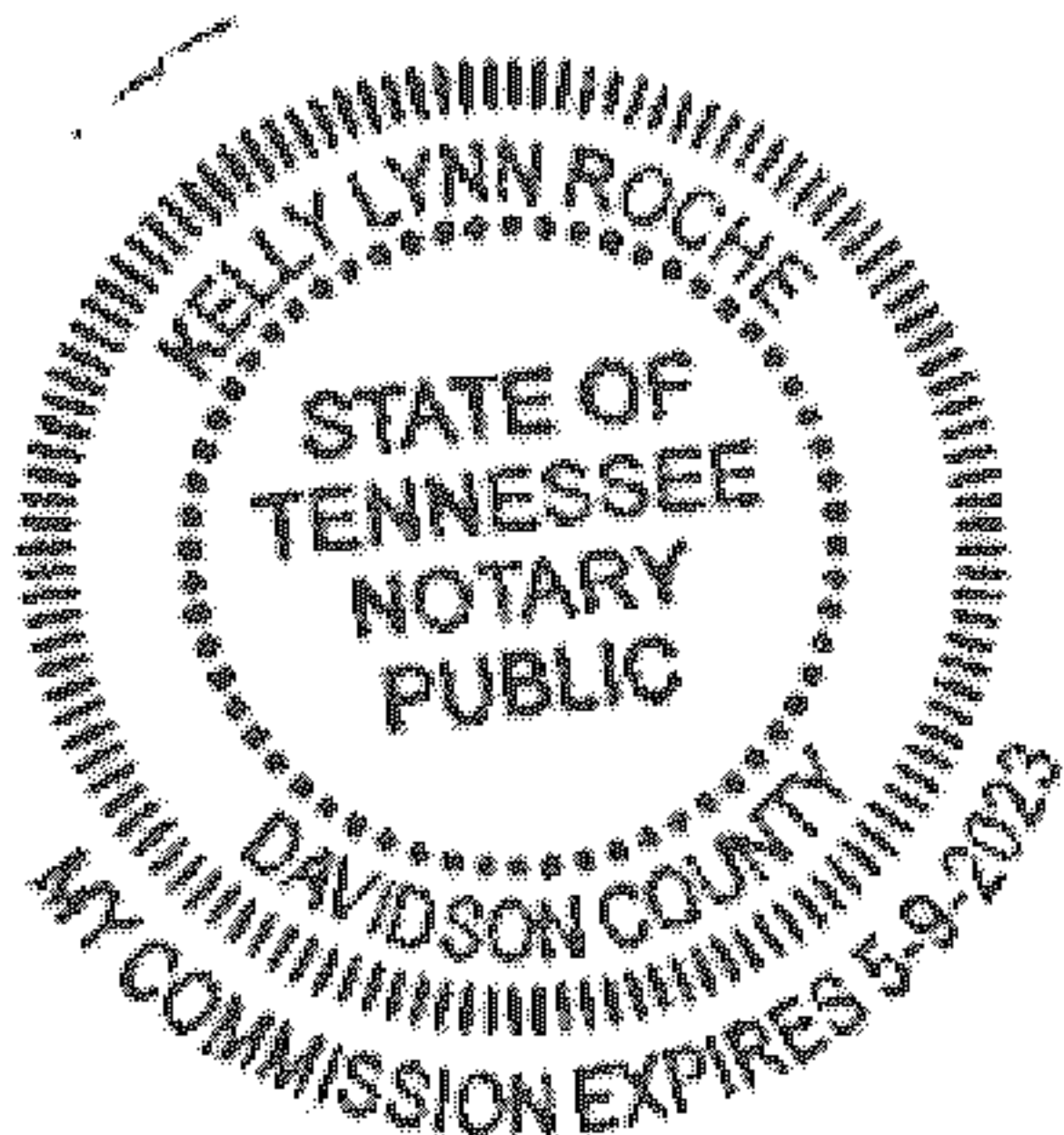
On this 15th day of December, 2020, before me, the undersigned notary public, personally appeared Cliff Tant, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as via President for Servis First.



[Signature]
Name: David Waddell
Notary Public
My Commission Expires: 9/7/21

STATE OF TN)
) SS.
COUNTY OF Davidson)

On this 10 day of February, 2020, before me, the undersigned notary public, personally appeared Larry Steven Franks, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Member for BDPM Group.



[Signature]
Name: Kelly Roche
Notary Public
My Commission Expires: 5-9-2023

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this **23rd** day of **November, 2020**, before me, the undersigned notary public, personally appeared **Andrew Thorpe**, personally known to me or proven to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as **Vice President – Development & Facilities Management of Office Superstore East LLC**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



M. Jo Greystone
Name: Martha Jo Greystone

Notary Public Commonwealth of Massachusetts
My Commission Expires: August 1, 2025

Legal Description of Center

Lot 3, according to the Survey of The State Teacher's Retirement System of Ohio, as recorded in Map Book 28, Page 138, in the Probate Office of Shelby County, Alabama.

Lot 1A, according to the Resurvey of Lot 1 of The State Teacher's Retirement System of Ohio, as recorded in Map Book 28, page 138, in the Probate Office of Shelby County, Alabama.

Together with those certain beneficial easements contained in the Contract dated 1/12/81 in Book 39, page 573, and First Amendment to Contract dated 2/4/83 in Book 49, page 39, and the First Amendment to Contract dated 5/28/97 in Instrument No. 1997-23314, and the Second Amendment to Contract dated December 31, 2001 and recorded in Instrument No. 2002-01271, in the Probate Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Ingress/Egress, Parking and Drainage Easement Agreement dated May 28, 1997 and filed for record July 25, 1997, and recorded in Instrument No. 1997-23315, in the Probate Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Declaration of Easements, Covenants, Conditions and Restrictions dated January 2, 2002, and recorded in Instrument No. 2002-01273, in the Probate Office of Shelby County, Alabama.

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Certificate of Authenticity

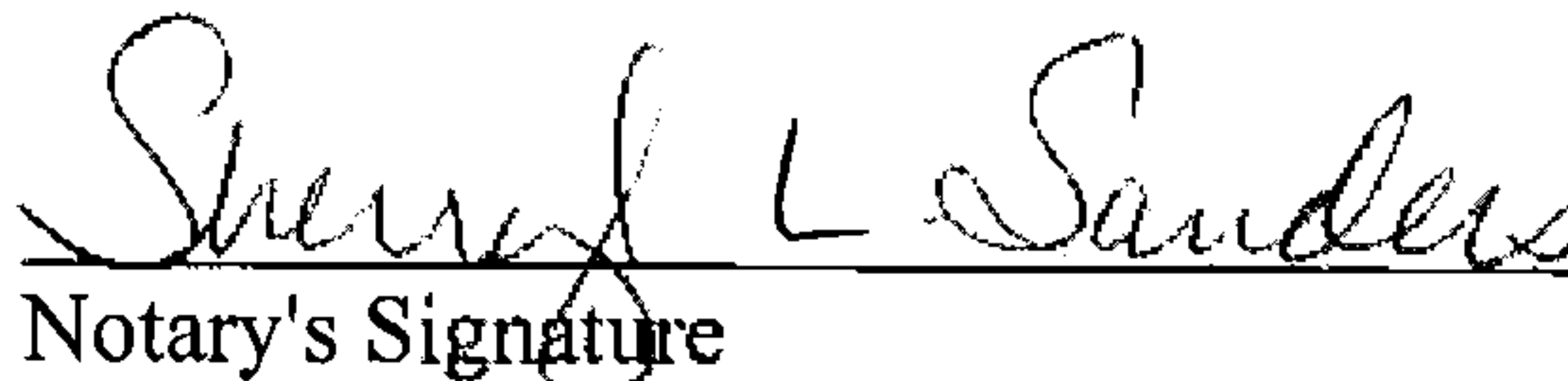
I, Chris Raybeck do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Signature

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

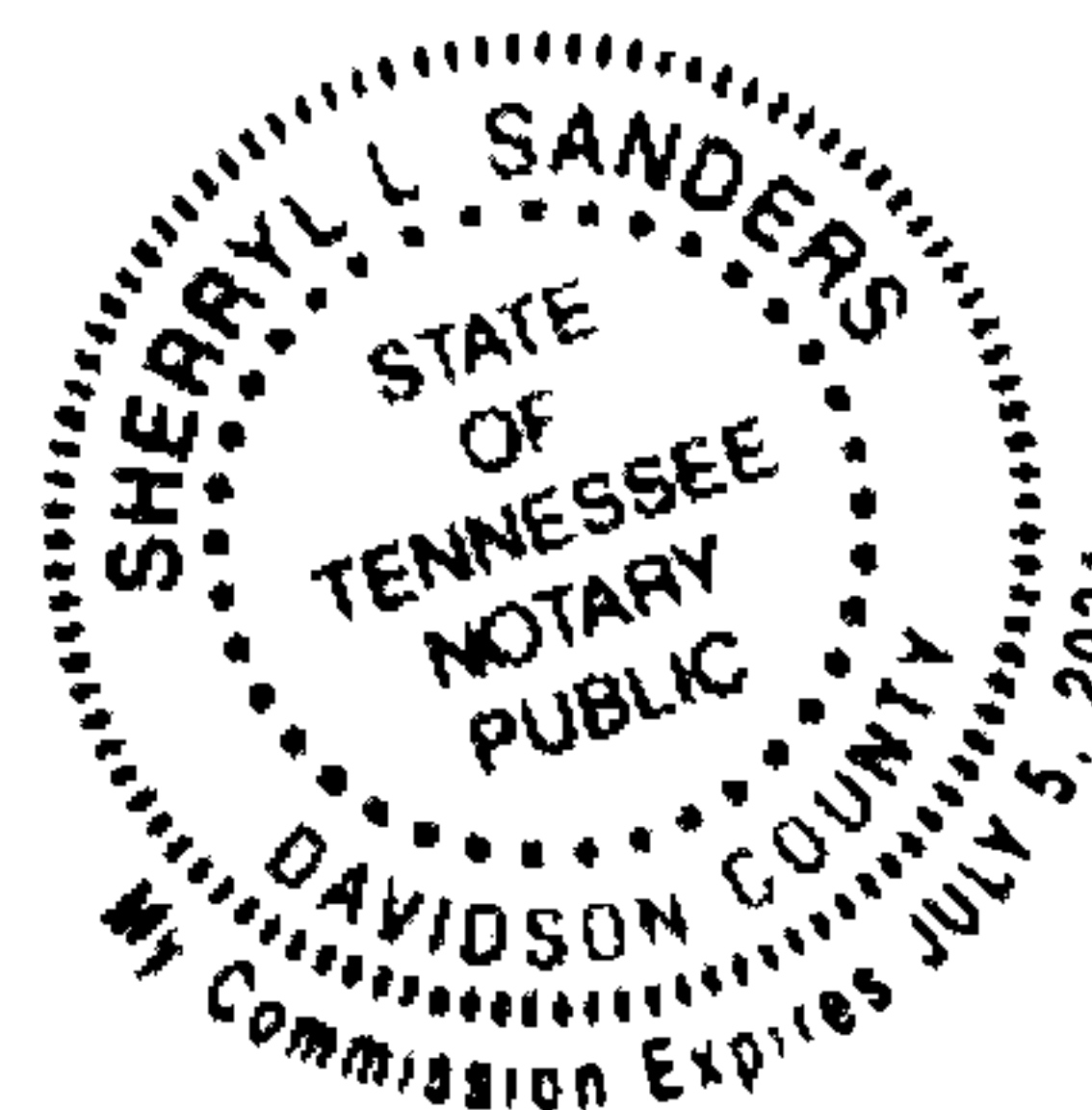
Personally appeared before me, the undersigned, a notary public for this county and state, Chris Raybeck, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature

My Commission Expires: July 5, 2021

Notary's Seal (If on paper)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/24/2021 10:06:04 AM
\$40.00 CHERRY
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