

Prepared by and upon recording
return to:

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

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this ^{June}14th day of April 2021, by and among RENASANT BANK, a Mississippi banking corporation ("**Lender**"), CHICK-FIL-A, INC., a Georgia corporation (the "**Tenant**"), and MCCONNELL, WHITE, TERRY REALTY & INSURANCE COMPANY, INC., an Alabama corporation (the "**Landlord**").

RECITALS:

WHEREAS, Landlord is or will soon be the fee simple owner of certain real 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**"), including the land described on the attached Exhibit A (the "**Land**")

WHEREAS, Landlord is purchasing the Property from RAM -- HELENA DEVELOPMENT PARTNERS, LLC, an Alabama limited liability company, as "**Original Landlord**".

WHEREAS, pursuant to a certain Ground Lease dated October 23, 2019 between Original Landlord and Tenant, as amended by that certain First Amendment to Ground Lease dated as of January 17, 2020, that certain Second Amendment to Ground Lease dated as of February 19, 2020, that certain Third Amendment to Ground Lease dated as of November 12, 2020 and as further assigned from Original Landlord to Landlord (as may be amended from time to time, the "**Ground Lease**"), Landlord is leasing the Property and the Land to Tenant in accordance with the terms of the Ground Lease;

WHEREAS, Lender has made or will make a loan (the "Loan") to Landlord subject to the terms thereof, and such Loan is secured or will be secured by a certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing on the Property and Land (as amended from time to time, the "**Security Documents**"); and

WHEREAS, 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, (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; and (iv) 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 or other material event which would permit Tenant to abate rent or otherwise terminate the Ground Lease under the provisions of the Ground 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, provided that if such failure is not reasonably capable of cure within thirty (30) days and Lender provides Tenant of its intent to cure such failure, such timeframe may be extended for reasonable time thereafter so long as Lender is diligently pursuing such cure, not to exceed ninety (90) days from the date of Tenant's original notice. The notices to Lender will be delivered to:

Renasant Bank
2001 Park Place North, Suite 600
Birmingham, Alabama 35203
Attention: Mr. Patrick Lavette

with a copy to:

Matthew D. Evans, Esq.
Marks & Evans, P.C.
19 Inverness Center Parkway, Suite 150
Birmingham, Alabama 35242

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]

"TENANT"

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

By: 
Name: Amy Rooks
Title: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA)

COUNTY OF DeKalb)

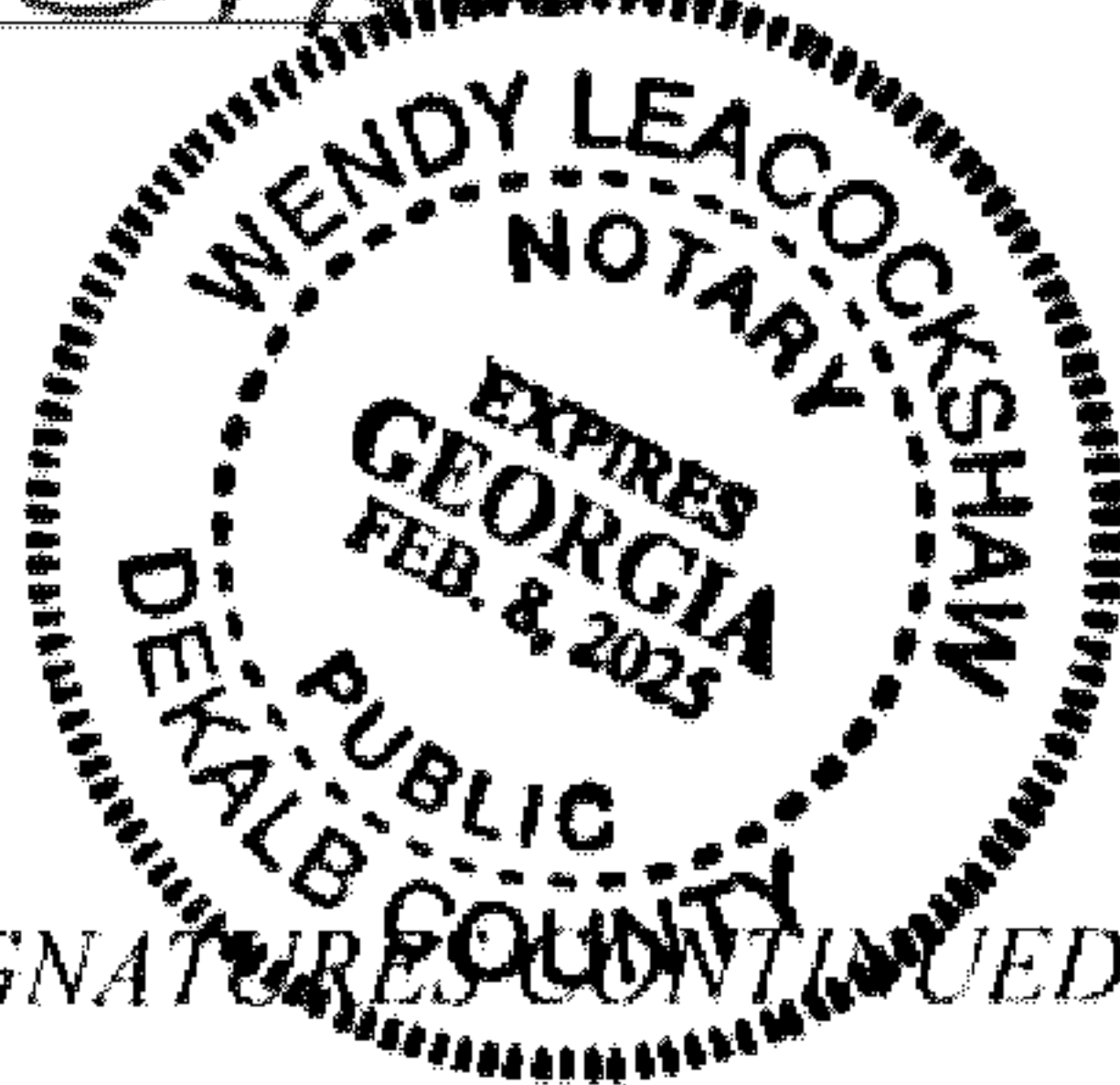
I, the undersigned, a Notary Public in and for Fulton County, in the State of Georgia, hereby certify that Amy Rooks, whose name as Executive Director of CHICK-FIL-A, INC., a Georgia corporation, are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, 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 21st day of April, 2021.

Wendy Leacock Shaw
Notary Public

My Commission Expires:

(NOTARY SEAL)



[SIGNATURES CONTINUED ON NEXT PAGE]

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

"LENDER"

RENASANT BANK,
a Mississippi banking corporation


Patrick Lavette, its Commercial Relationship Officer

(SEAL)


CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

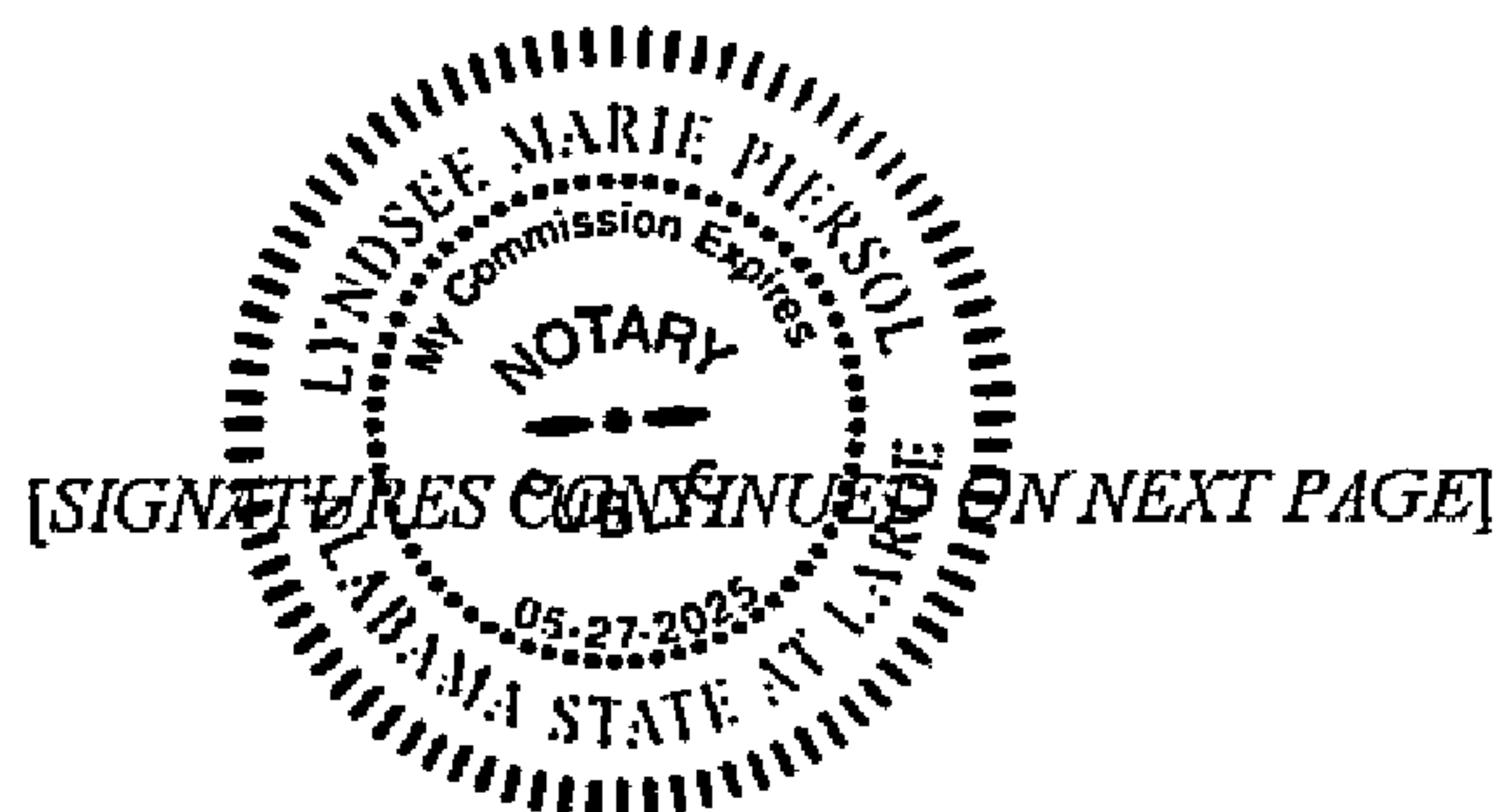
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patrick Lavette, whose name as Commercial Relationship Officer of RENASANT BANK, a Mississippi banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this 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 banking corporation, on the day the same bears date.

Given under my hand and official seal, this 9th ^{June} day of ~~April~~, 2021.


Notary Public


My Commission Expires: 05-27-2025

(NOTARY SEAL)



"LANDLORD"

**MCCONNELL, WHITE, TERRY REALTY &
INSURANCE COMPANY, INC.,**
an Alabama corporation


Charles Terry, Jr., its President


CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles Terry, Jr., whose name as President of **MCCONNELL, WHITE, TERRY REALTY & INSURANCE COMPANY, INC.**, an Alabama 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 President, 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 6th day of ~~April~~ June, 2021.


Notary Public

My Commission Expires: 05-27-2025

(NOTARY SEAL)

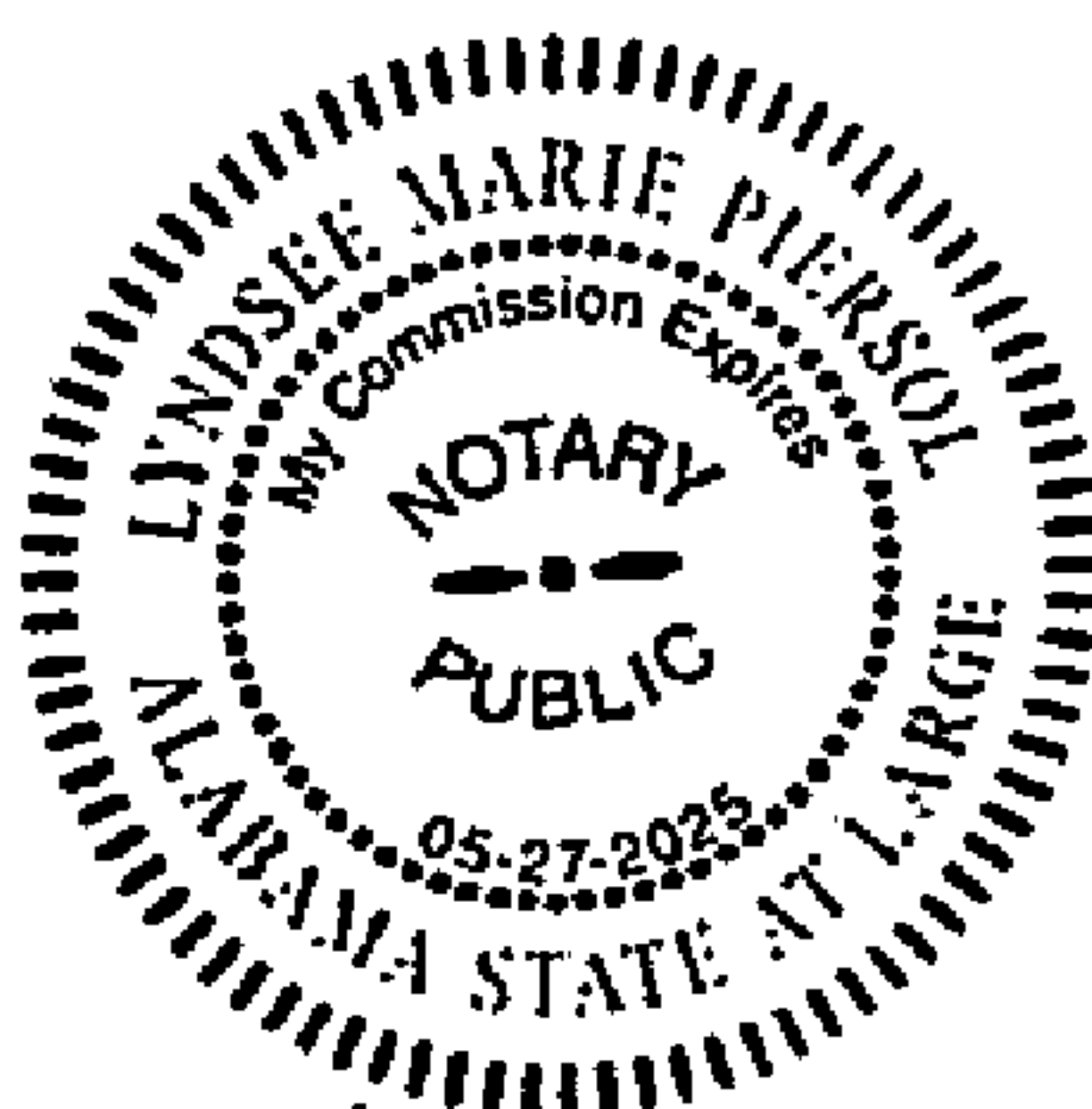
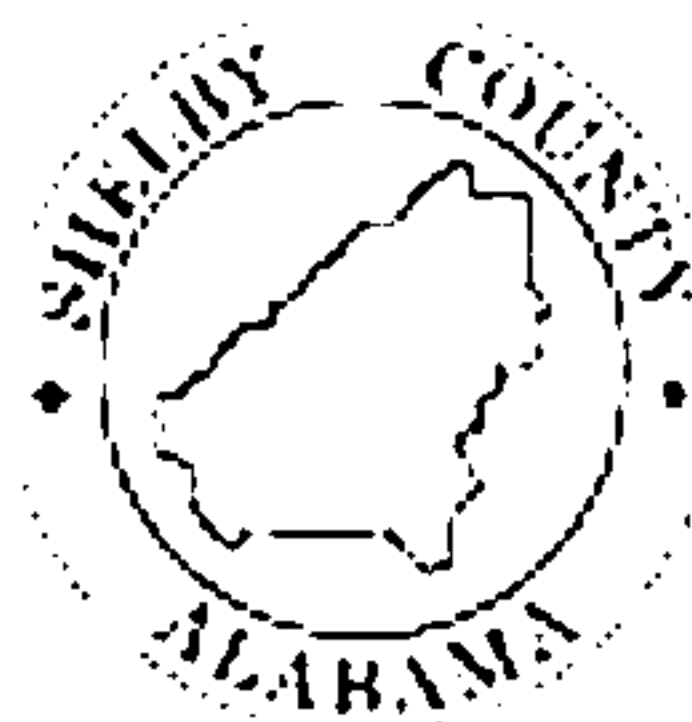


EXHIBIT A

Legal Description of the Property

Lot 2, according to the Amended Final plat of RAM-Helena Development Partners, LLC, as recorded in Map Book 52, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama, being a Resurvey of RAM-Helena Development Partners, LLC recorded in Map Book 52, Page 35.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/16/2021 08:17:20 AM
\$40.00 BRITTANI
20210616000292840

Brittani S. Boyd