

Prepared By and Return To:
Mary S. Palmer
Baker, Donelson, Bearman,
Caldwell & Berkowitz
420 20th St. N., Suite 1400
Birmingham, Alabama 35203

Cross Reference to Instrument
Number 20120425000141950,
Instrument Number
20110120000303720 and Instrument
Number 20200701000270900 - each
of the preceding in the Office of the
Judge of Probate for Shelby County,
Alabama.

(Recorder's Use Above this Line)

STATE OF ALABAMA)
COUNTY OF SHELBY)

**SUBORDINATION, NONDISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This **SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT** (the "**Agreement**"), dated and entered into the 24th day of June, 2021, is by and among **Caliber Home Loans, Inc. ("Lender")**, **Steven J. Howe and Patricia S. Howe**, husband and wife (collectively, "**Borrower**" or "**Lessor**"), and **Cellco Partnership d/b/a Verizon Wireless ("Lessee")**. This Agreement refers to Lender, Borrower, and Lessee collectively as the "**Parties**" and each as a "**Party**".

BACKGROUND

A. Lessor owns a tract of real property in Shelby County, Alabama, which is more particularly described on **Exhibit A** attached to, and incorporated in, this Agreement by reference (the "**Property**").

B. Lender has rights with respect to the Property under various mortgages and other security interests (collectively, as may be amended, modified, supplemented, superseded, assumed, or assigned, the "**Encumbrance**"), including the following recorded instrument(s): Security Deed by **Steven J. Howe and wife, Patricia S. Howe** dated June 18, 2020 and recorded July 1, 2020 in Instrument Number 20200701000270900 in the Office of the Judge of Probate for Shelby County, Alabama.

C. Lessee has or is negotiating to have rights in and to the Property under a Land Lease Agreement between Lessor and Lessee, as may be amended from time to time, a Memorandum of which is or is intended to be recorded in the in the Office of the Judge of Probate for Shelby County, Alabama, which rights are described on **Exhibit A** attached to, and incorporated in, this Agreement by reference (collectively the "**Lease**").

D. The Parties have entered into this Agreement to evidence their agreements with respect to the Encumbrance and the Lease.

ACCORDINGLY, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Subordination.** Lessee's interest in the Lease and Lessee's rights under this Agreement are and will be subordinate to the liens of the Encumbrance, subject to Lessee's right of quiet enjoyment under the terms of the Lease. Nothing in this Agreement will in any way impair or affect the liens created by the Encumbrance, except as specifically described in this Agreement.

2. **Nondisturbance.** In the event and notwithstanding the occurrence of any foreclosure or conveyance in lieu of foreclosure of or relating to the Encumbrance or the Property, Lessee's rights under the Lease will remain in full force and effect, and Lessee's possession of the Property under the Lease will remain undisturbed by Lender or any purchaser at any foreclosure sale during the term of the Lease and any renewal or extension of the Lease, if Lessee shall not be in material default under the Lease beyond any applicable cure provisions in the Lease or, if no cure provisions are provided, following thirty (30) days notice from Lender to Lessee of any material nonperformance or default and Lessee's failure to cure or to commence to cure such nonperformance or default within such thirty (30) day period. Lender will not name or join Lessee as a party defendant in any action or proceeding arising out of, or relating to, the understandings or agreements giving rise to the Encumbrance, unless such joinder is necessary only to foreclose on the Encumbrance (and then only for the purposes of such foreclosure and not terminating the Lease).

3. **Attornment.** After receipt by Lessee of notice from Lender of completion of a foreclosure with respect to the Property or that Lender has received a conveyance of the Property in lieu of foreclosure, Lessee will attorn to and recognize Lender or any purchaser at the foreclosure sale as Lessee's substitute lessor or landlord under the Lease. Following such attornment, Lessee's possession shall not subsequently be disturbed by Lender or any such purchaser during the term of the Lease or any renewal or extension of the Lease.

4. **Limitation.** The Agreement shall apply to any of Lessee's equipment that is now or may subsequently be placed on the Property, and Lessee is authorized to remove such equipment in accordance with the terms of the Lease.

5. **Specific Performance.** Each Party shall be entitled to specific performance of the covenants, agreements, and rights in the Agreement. All remedies provided at law or in equity shall be cumulative and non-exclusive, including, without limitation, the right to specific performance.

6. **Binding Effect.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

7. **Notices.** All notices or demands that are required or permitted to be given or delivered under this Agreement must be in writing, and will be deemed to have been given or delivered (i) by hand delivery, on the date of hand delivery, (ii) one (1) business day after delivery to an overnight courier for next business day delivery, delivery charges prepaid, or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposited in the mail, addressed as follows:

If to Lender:	Caliber Home Loans, Inc. c/o Mortgage Electronic Registration Systems, Inc., P.O. Box 2026 Flint, Michigan 48501-2026 (888) 679-MERS - Loan Number 100820997958253158 Attention: Mortgage Servicing
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LESSEE SITE NAME: FOURMILE
Caliber Loan # 9795825315

If to Lessor: Steven J. Howe and wife, Patricia S. Howe
535 Highway 48
Wilsonville, AL 35186

If to Lessee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Any Party may change such Party's address from time to time by giving written notice of the change to all other Parties at least thirty (30) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was delivered, or refusal to accept delivery, shall be deemed delivery under this Agreement.

8. **Waivers to be in Writing.** No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim, or cause or action arising under this Agreement shall be valid or binding for any purpose, unless in writing and duly executed by the Party against whom the same is sought to be asserted.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted according to, the laws of the state in which the Property is located.

10. **Captions.** The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

11. **Entire Agreement.** This Agreement, the Encumbrance, and the Lease are the entire understandings and agreements of the Parties regarding their subject matter and supersede any prior and contemporaneous oral or written understandings and agreements regarding their subject matter.

It is expressly understood that the release of said parcel from the lien shall not in any way affect the lien said Deed of Trust (Mortgage) upon the remaining land thereby subject to the Deed of Trust/Mortgage.

[Remainder of Page Left Blank Intentionally - Signature Page Follows]

LESSEE SITE NAME: FOURMILE
Caliber Loan # 9795825315

20210629000314240 4/8 \$43.00
Shelby Cnty Judge of Probate, AL
06/29/2021 11:37:53 AM FILED/CERT

IN WITNESS OF THIS AGREEMENT, the Parties have signed and delivered this Agreement as of the date reflected on its first page.

LENDER:

Caliber Home Loans, Inc.

Charlene Kalchil
Witness

By: [Signature]
Name: Peter Sanchez
Title: Assistant Vice President - Loss Mitigation
Date: 4-15-2021

LESSOR/BORROWER:

Steven J. Howe and wife, Patricia S. Howe

Keri Wood
WITNESS

[Signature]
Steven J. Howe
Date: 20 April 2021

Keri Wood
WITNESS

[Signature]
Patricia S. Howe
Date: 4/20/21


LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

J. M. Redfield
Witness

By: [Signature]
Name: Jim Blake
Title: Director - Network Field Engineering
Date: 4-24-21

LESSEE SITE NAME: FOURMILE
Caliber Loan # 9795825315


20210629000314240 5/8 \$43.00
Shelby Cnty Judge of Probate, AL
06/29/2021 11:37:53 AM FILED/CERT

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public, certify that _____, whose name as _____ of **Caliber Home Loans, Inc.**, is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity as such officer and with full authority, executed such instrument voluntarily on behalf of such entity on the day such instrument bears date.

Given under my hand and seal this _____ day of _____, 20____.

[NOTARIAL SEAL]

“See attached”

Notary Public

My Commission Expires: _____

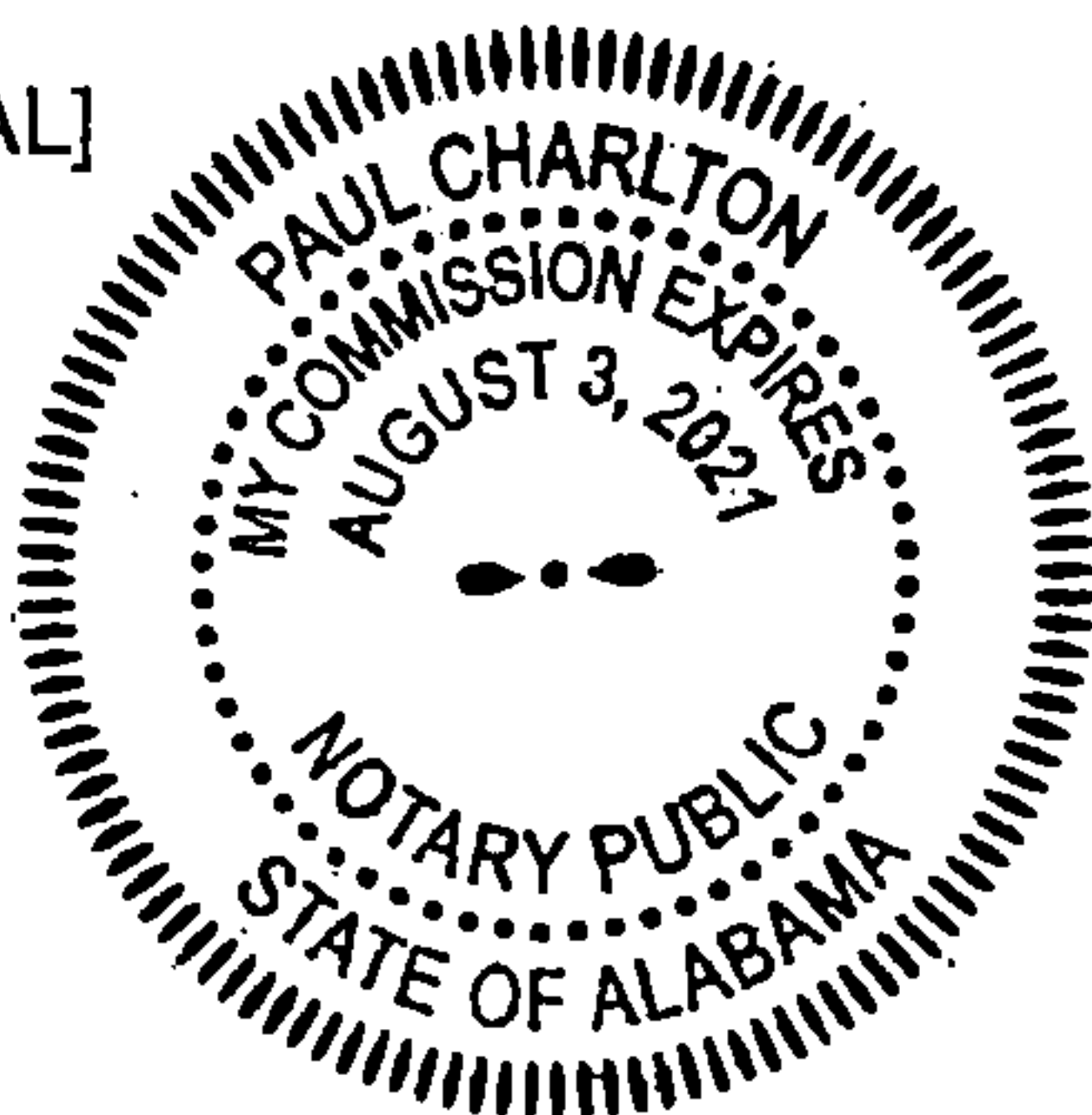
STATE OF Alabama _____)

COUNTY OF Shelby _____)

I, the undersigned Notary Public, certify that **Steven J. Howe** is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity and with full authority, executed such instrument voluntarily on the day such instrument bears date.

Given under my hand and seal this 20th day of April, 2021.

[NOTARIAL SEAL]



Paul Charlton
Notary Public

My Commission Expires: 8-3-2021



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Shelby Cnty Judge of Probate, AL
06/29/2021 11:37:53 AM FILED/CERT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

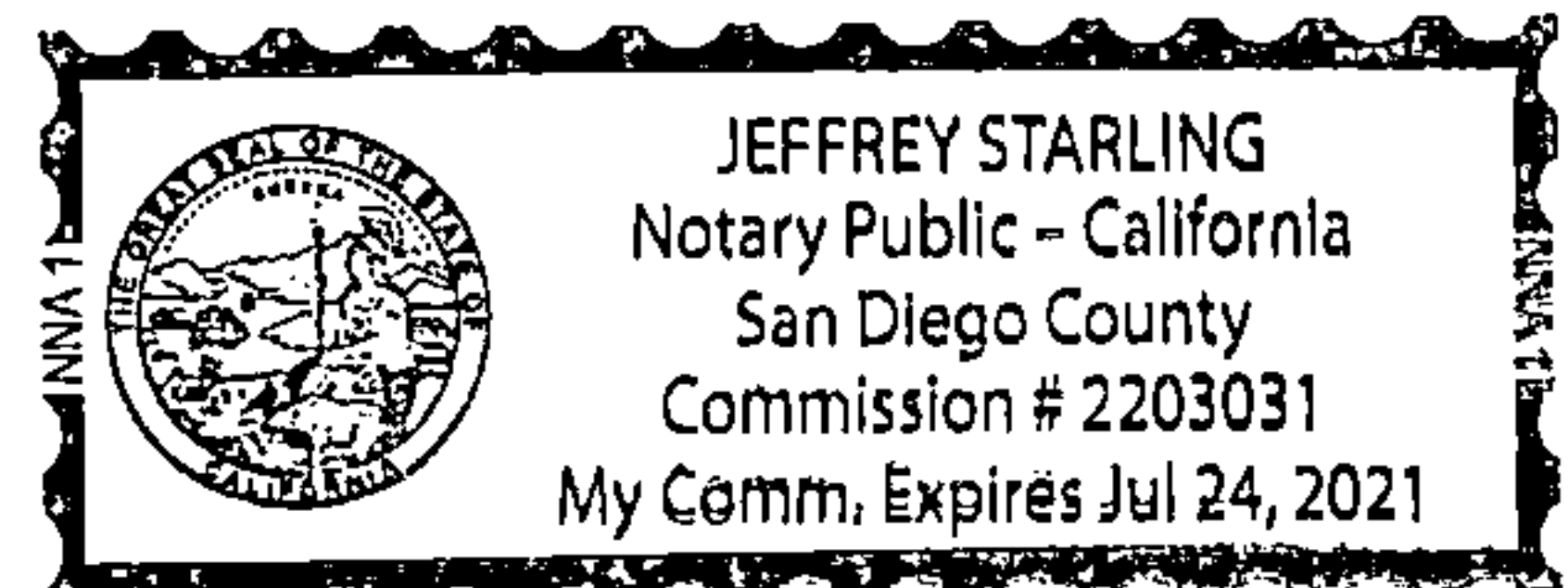
State of California
County of San Diego

On APR 15 2021 before me, Jeffrey Starling, notary public
(insert name and title of the officer)

personally appeared Peter Sanchez,
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

LESSEE SITE NAME: FOURMILE
Caliber Loan # 9795825315



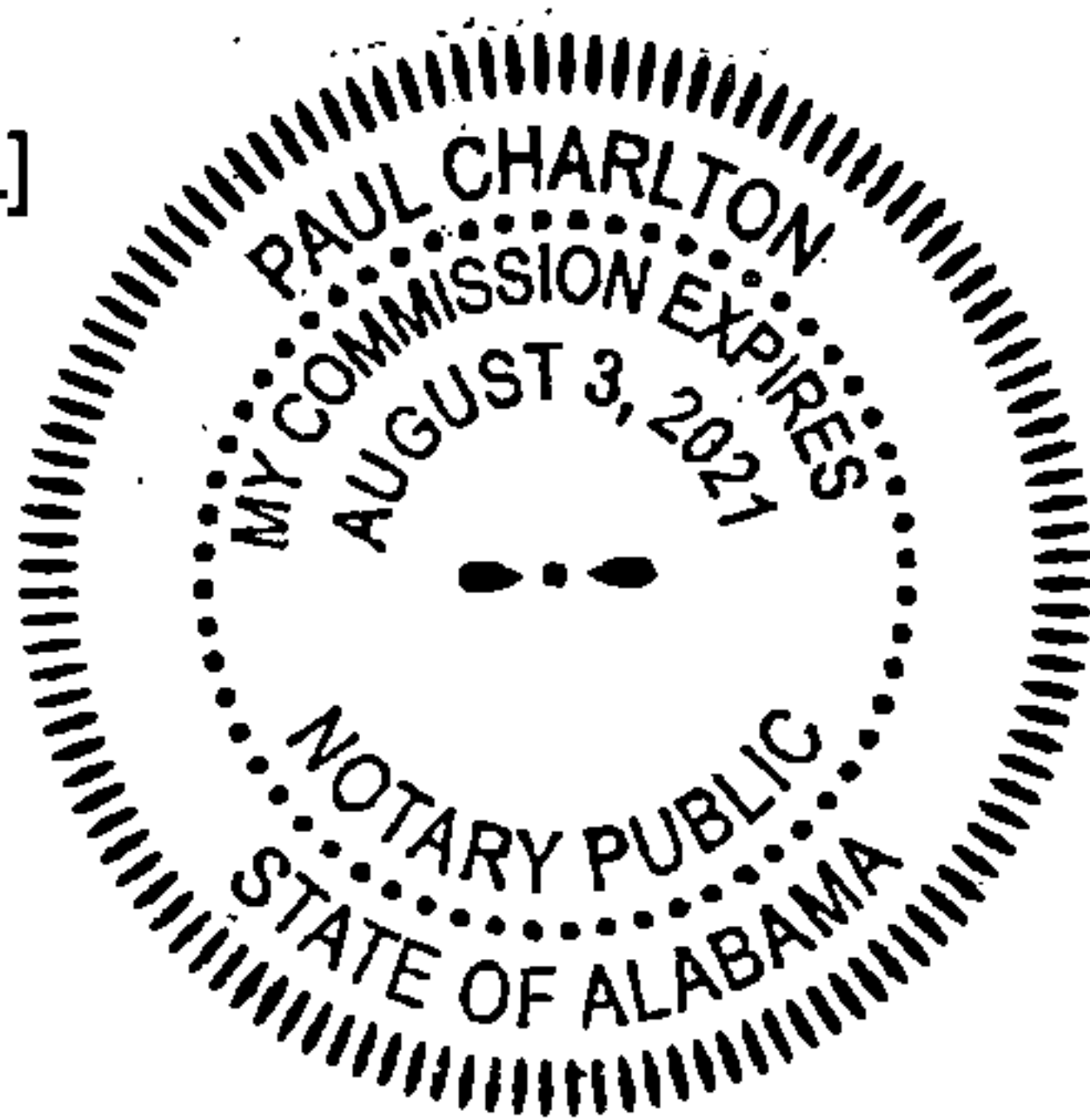
20210629000314240 7/8 \$43.00
Shelby Cnty Judge of Probate, AL
06/29/2021 11:37:53 AM FILED/CERT

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned Notary Public, certify that **Patricia S. Howe** is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity and with full authority, executed such instrument voluntarily on the day such instrument bears date.

Given under my hand and seal this 20th day of April, 2021.

[NOTARIAL SEAL]



Paul Charlton
Notary Public
My Commission Expires: 8-3-2021

STATE OF GEORGIA)
COUNTY OF FULTON)

I, the undersigned Notary Public, certify that **Jim Blake**, whose name as **Director - Network Field Engineering of Cellco Partnership d/b/a Verizon Wireless**, is signed to the preceding instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, in his capacity as such officer and with full authority, executed such instrument voluntarily on the day such instrument bears date.

Given under my hand and seal this 24th day of June, 2021.



Jerald D. Kelley
Notary Public
My Commission Expires: 8-8-23

LESSEE SITE NAME: FOURMILE
Caliber Loan # 9795825315



20210629000314240 8/8 \$43.00
Shelby Cnty Judge of Probate, AL
06/29/2021 11:37:53 AM FILED/CERT

EXHIBIT A

(See Description of Property and Lease Area under the Land Lease Agreement)

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

Tract 1

The NE 1/4 of SW 1/4 of Section 33, Township 20 South, Range 1 East, Shelby County, Alabama.

AND

Tract 2

The Southeast Quarter of the Southwest Quarter of Section 33, Township 20 South, Range 1 East, Shelby County, Alabama; containing 40 acres more or less.

Including all that property conveyed in Final Plat of Edelweiss in Map Book 50 Page 16.

Parcel Id #16-8-33-0-000-018.000