

RETURN TO:

Citi Real Estate Funding Inc.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attn: Commercial Real Estate Group

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as "**Agreement**") made this 5th day of November, 2021, among the undersigned lender (together with its successors, assigns, designees and/or nominees, collectively hereinafter referred to as "**Lender**"), Sinclair Television Stations, LLC d/b/a WBMA (hereinafter referred to as "**Tenant**"), and 800 Building Owner, LLC, a Delaware limited liability company (hereinafter referred to as "**Landlord**").

RECITALS:

A. Tenant is the tenant and lessee under a certain Lease Agreement dated April 19, 1996, as amended by that certain First Amendment to Lease dated May 4, 2006, and that certain Second Amendment to Lease Agreement dated April 30, 2020 (as the same may now or hereafter be amended, restated, replaced or otherwise modified, collectively, the "**Lease**") relating to the premises described in the Lease (hereinafter referred to as the "**Premises**"), located at the real property more particularly described on Exhibit A attached hereto (hereinafter referred to as the "**Property**").

B. Lender has made or will make a loan to Landlord (hereinafter referred to as the "**Loan**"), which such Loan is (i) secured by a deed of trust, mortgage or security deed (as the same may be amended, restated, extended, or otherwise modified from time to time, the "**Mortgage**") and an assignment of leases and rents (as the same may be amended, restated, extended, or otherwise modified from time to time, the "**Assignment of Leases**"), in each case, from Landlord to Lender covering the Property including the Premises and (ii) evidenced by certain other documents and instruments by and among Lender and Landlord, among others (the same, together with the Mortgage and Assignment of Leases, collectively, the "**Loan Documents**").

C. Tenant has agreed that the Lease shall be subject and subordinate to the Loan and Loan Documents, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Subordination and Consent. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby (including, without limitation, any option or rights contained in the Lease, or otherwise existing, to acquire

any or all of the Premises, or any superior leasehold interest therein), is and shall continue to be subject and subordinate in all respects to the lien and terms of the Loan Documents, and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant agrees that if there is a default by Landlord in the performance and observance of any of the terms of such Loan, Lender may, at its option, demand all rents due under the Lease be paid by Tenant directly to Lender at the address specified below, or as otherwise specified by Lender. Tenant agrees that upon Lender's written request for payment of rent directly to Lender, Tenant will timely remit any and all payments due under the Lease directly to, and payable to the order of, Lender. Such payments to Lender will constitute performance of Tenant's payment obligations under the Lease. Tenant further covenants and agrees that any and all purchase options, rights of first offer, rights of first refusal, or other similar rights or options that Tenant may have with respect to the Property or any portion thereof (i) have been (or are hereby) waived in connection with Landlord's acquisition of the Property and (ii) shall not apply (A) to the entering into of the Loan (or the related Loan Documents) by Landlord, (B) in the event of a foreclosure, conveyance in lieu of foreclosure or the exercise of any other right asserted under or in respect of the Mortgage by the holder thereof (or by any affiliate or nominee of such holder) and (C) in connection with the immediately succeeding sale of the Property by the holder of the Mortgage (or such affiliate or nominee of such holder) following a foreclosure or conveyance in lieu thereof.

2. Non-Disturbance. Lender does hereby agree with Tenant that, in the event Lender succeeds to Landlord's interest in the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Lender will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that Lender shall not be:

- (i) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord);
- (ii) liable for any act or omission of any prior landlord (including Landlord);
- (iii) bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord);
- (iv) bound by any amendment or modification of the Lease made without its written consent; or
- (v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not, as such, been transferred to Lender.

Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Loan Documents to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy. Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and terms of the Loan Documents and is hereby waived and released as against Lender.

3. Attornment. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Lease Defaults. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days following receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

5. Obligations and Liability of Lender. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. Furthermore, in the event that Lender shall acquire Landlord's interest in the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Property for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease (or under any new lease with Tenant), and Lender is hereby released and relieved of any other obligations or liability hereunder, under the Lease or under any such new lease. Lender shall not, either by virtue of the Loan Documents or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the Landlord's interest in the Property and then such liability or obligation of Lender under the Lease (as modified by the terms of this Agreement) shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired Landlord's interest in the Property. Without limiting the generality of the foregoing, neither the

Loan Documents nor this Agreement shall, prior to Lender's acquisition of Landlord's interest in the Property, operate to place responsibility for the control, care, management or repair of the Property upon Lender or impose upon Lender responsibility for the carrying out of any of the terms or conditions of the Lease, and Lender shall not be responsible or liable for any waste committed on either the Premises or the Property by any party whatsoever, for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of either the Premises or the Property.

6. Severability. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

8. Notices. So long as the Mortgage remains outstanding and unsatisfied, Tenant will mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Landlord by Tenant under and pursuant to the terms and provisions of the Lease. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery. Notice so given shall be effective, as applicable, upon (i) the third (3rd) day following the day such notice is deposited with the U.S. Postal Service, (ii) delivery to the addressee, or (iii) upon delivery to such third party delivery service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lender:	Citi Real Estate Funding Inc. 388 Greenwich Street 8 th Floor New York, New York 10013 Attention: Commercial Real Estate Group
Landlord:	800 Building Owner, LLC 200 Lake Avenue, 2 nd Floor Lake Worth Beach, FL 33460
Tenant:	Sinclair Television Stations, LLC d/b/a WBMA 800 Concourse Way, Suite 200 Birmingham, AL 35244 Attention: General Manager

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. Without limitation of any provision contained herein, as used herein, the term (i) "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease and (ii) "Lender" refers to Lender and to any assignee of the note secured by the Mortgage and Lender's servicer of the Loan, if any.

10. Tenant's Personal Property. In no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed on or about the Premises.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

LENDER:

CITI REAL ESTATE FUNDING INC., a New York corporation

By: _____

Name:

Title:

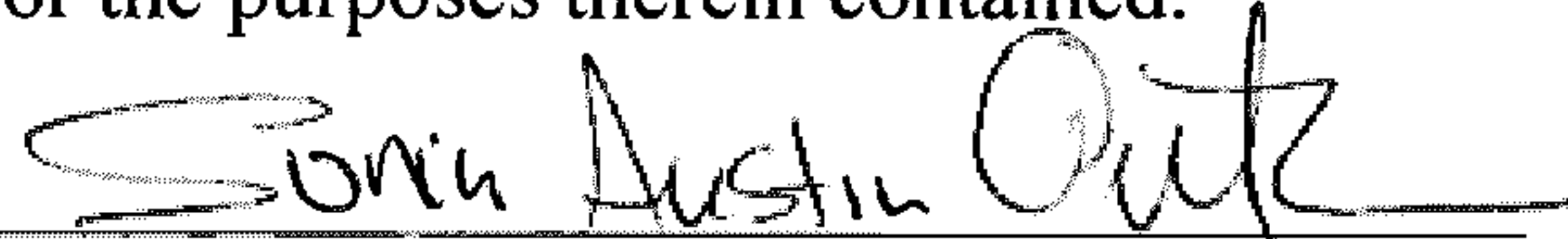


Tina Lin
Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

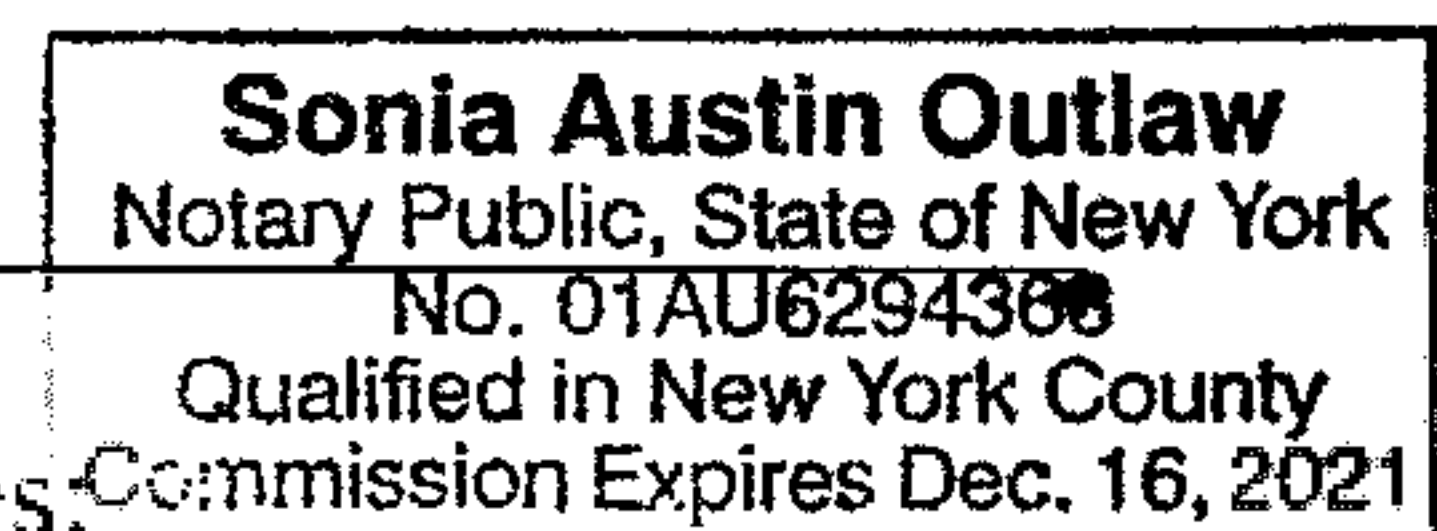
On this the 3 day of November, 2021, before me, Sonia Austin Outlaw, the undersigned notary, personally appeared Tina Lin, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Notary Public

Print Name: _____

My commission expires _____



TENANT:

Sinclair Television Stations, LLC d/b/a WBMA
a Delaware limited liability company

By: *Daniel S. Gallagher*

Name: Daniel S. Gallagher

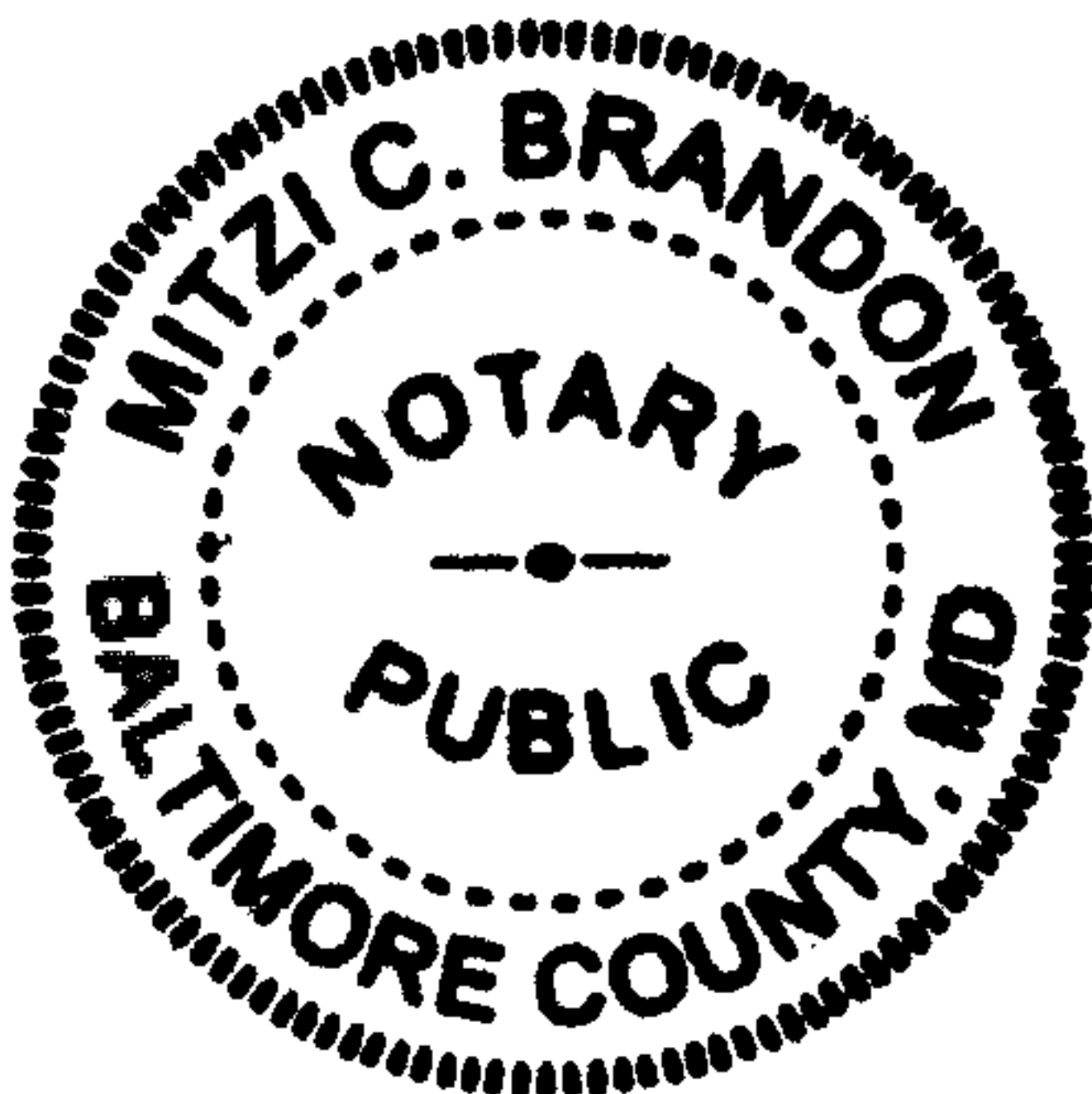
Title: Authorized Signatory

STATE OF Maryland
COUNTY OF Baltimore

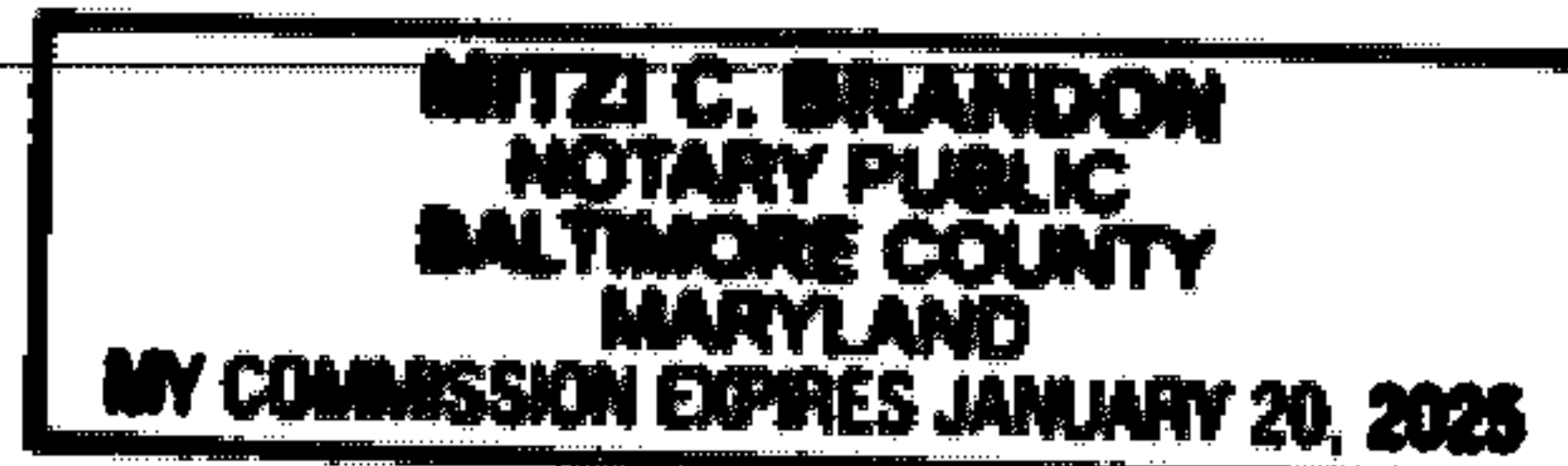
The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 9th day of November, 2021, by Daniel S. Gallagher, as the Authorized Signatory of Sinclair Television Stations, LLC d/b/a WBMA a Delaware limited liability company, who (check one) ☒ is personally known to me OR ☐ produced a Driver's License as identification.

Mitzi C. Brandon
Notary Signature

(NOTARY SEAL)



(Type, Stamp or Print Name)
NOTARY PUBLIC
State and County Aforesaid
My Commission Expires: _____



LANDLORD:

800 BUILDING OWNER, LLC,
a Delaware limited liability company

By: _____

Name: Charles Stein

Title: Secretary

ACKNOWLEDGEMENT

STATE OF Florida,
COUNTY OF Palm Beach ss:

On November 3, 2021, before me, Leesa M. White, a Notary Public in and for said State, personally appeared Charles Stein, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Print Name: Leesa M. White

[SEAL]

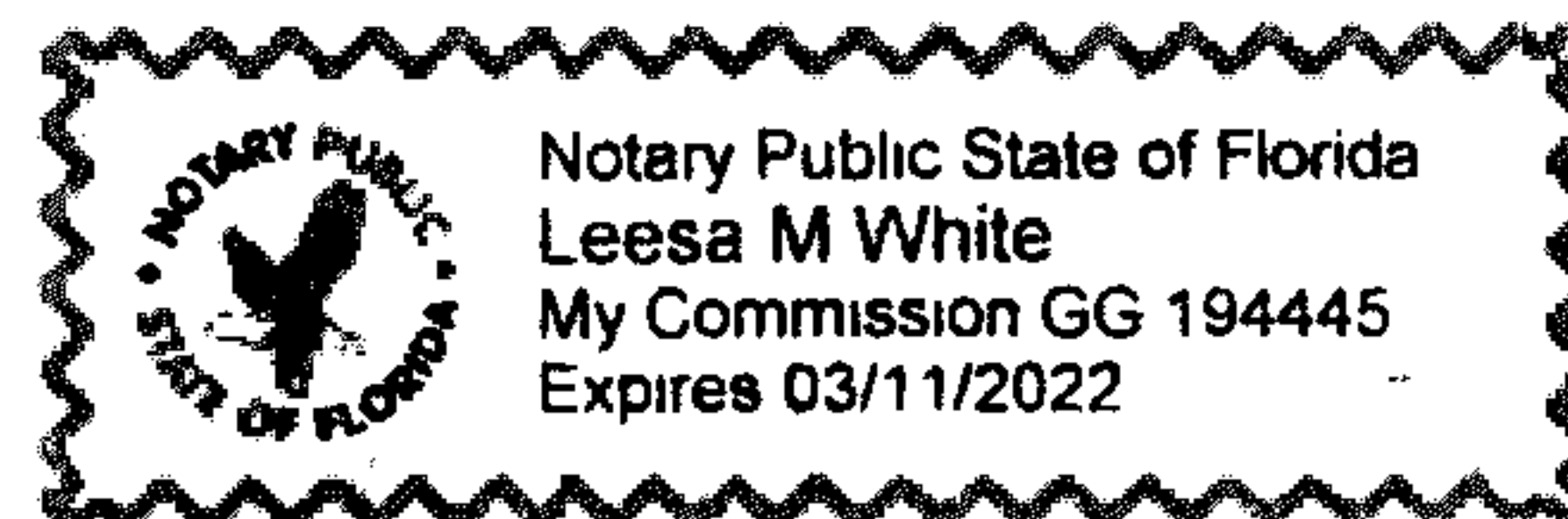


Exhibit "A"
Legal Description

100 CONCOURSE:

PARCEL I:

LOT 1A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 13, PAGE 50; AS AMENDED BY AMENDMENT NO. 1 RECORDED IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AND IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BUT DELETING ANY RESTRICTIONS BASED ON RACE, COLOR, CREED OR NATIONAL ORIGIN.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENT AS RECORDED IN REAL VOLUME 332, PAGE 637.

800 CONCOURSE:

PARCEL I:

LOT 3A, ACCORDING TO AN AMENDMENT TO A RESURVEY OF AN AMENDMENT TO THE CONCOURSE AT RIVERCHASE, AS RECORDED IN MAP BOOK 18, PAGE 13, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) APPEARING OF RECORD IN MISC. BOOK 15, PAGE 189; AS FURTHER AMENDED BY AMENDMENT NO. 2 RECORDED IN MISC. BOOK 19, PAGE 633, EXCEPT AS MODIFIED BY DEED RECORDED IN DEED BOOK 206, PAGE 559 AND AS MODIFIED BY CHANGE OF USE AGREEMENT RECORDED IN REAL VOLUME 207, PAGE 548 AD IN REAL VOLUME 207, PAGE 551, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

EASEMENTS BENEFITTING PARCEL I OF THE LAND CONTAINED IN REAL VOLUME 332, PAGE 637, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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600 BEACON:

LOT 17, ACCORDING TO THE SURVEY OF SECOND SECTOR OF BLOCK 1, BEACON PARK, AS RECORDED IN MAP BOOK 93, PAGE 44, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/16/2021 10:48:09 AM
\$52.00 JOANN
20211216000595600

Allen S. Bayl