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Shelby Cnty Judge of Probate, AL
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Recording Requested By,
And After Recording, Return To:

Moore&VanAllen
100 North Tryon Street
Suite 4700
Charlotte, NC 28202-4003
Attn: Tim Corrigan

SUBORDINATION, NON-
DISTURBANCE, AND ATTORNMENT
AGREEMENT (SECURITY
INSTRUMENT)

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of December 29, 2021, by and between BOING US HOLDCO, INC., a Delaware corporation (the "Tenant"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

RECITALS

A. The Lender has extended credit or may hereafter extend credit to NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC, Delaware limited liability companies (the "Borrower"), secured, in whole or in part, by a mortgage or deed of trust (the "Security Instrument") covering that certain real property situated in Birmingham, County of Shelby, Alabama and described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Tenant leases all or a portion of the Property pursuant to a lease agreement entered into between the Borrower and the Tenant dated as of December 16, 2019 (the "Lease"), which Lease has not been recorded. It is a condition of the Lender's agreement to extend or continue credit to the Borrower secured by the Property that the security of the Security Instrument be and at all times remain a lien or charge on the Property prior and superior to the Lease.

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

Wells Fargo/Net Lease Suds III
Obligor No.: 8799477858
Address: 4758 US-280, Birmingham, AL



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1. SUBORDINATION.

(a) Subordination of Lease. The Security Instrument and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease. The Tenant intentionally and unconditionally waives, relinquishes and subordinates the priority and superiority of the Lease and the Tenant's right and interest to the Property thereunder to the lien or charge of the Security Instrument, and any and all extensions, renewals, modifications or replacements thereof.

(b) Reliance. The Tenant acknowledges that the Lender, in extending credit or continuing to extend credit to the Borrower secured by the Property is doing so in material reliance on this Agreement.

(c) Acknowledgments of Tenant. The Tenant acknowledges that it has such information with respect to any credit extended by the Lender to the Borrower, and all loan documents executed in connection therewith, as the Tenant deems necessary in order to provide this subordination. The Tenant further agrees that the Lender is under no obligation or duty to, nor has the Lender represented that it has or will, see to the application of the proceeds of any such credit by any person or entity, and any application or use of any such proceeds for purposes other than those for which they were intended shall not defeat this subordination.

(d) Entire subordination Agreement. This Agreement constitutes the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Security Instrument; there are no agreements (written or oral) outside or separate from this Agreement with respect to the subject matter hereof; and all prior negotiations with respect thereto, if any, are merged into this Agreement. This Agreement shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including without limitation those provisions, if any, contained in the Lease which provide for the subordination thereof to the lien of a deed of trust or mortgage affecting all or any portion of the Property.

2. LEASE. The Tenant hereby covenants and agrees that, so long as the Security Instrument remains in force and effect:

(a) No Modification. Termination or Cancellation. Lender will not be bound by any modification, termination or cancellation of the Lease without the Lender's prior written consent, other than a termination of the Lease in accordance with the express provisions thereof or as a result of casualty, condemnation or a default by the Borrower not cured by Borrower or Lender in accordance with the Lease or this Agreement.

(b) Notice of Default. The Tenant shall notify the Lender in writing concurrently with any notice given to the Borrower of any breach of or default by the Borrower under the Lease. The Tenant agrees that the Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and the Tenant shall not terminate the Lease as a result of a default of the Lease, as to the Lender, if the Lender cures such breach or default within thirty (30) days after the expiration of the time period



provided in the Lease for the cure thereof by the Borrower; provided however, that if such breach or default cannot with diligence be cured by the Lender within such thirty (30) day period, the commencement of action by the Lender within such thirty (30) day period to remedy the same shall be deemed sufficient so long as the Lender pursues such cure with diligence.

(c) No Advance Rents. The Tenant shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(d) Assignment of Rents. Upon receipt by the Tenant of written notice from the Lender that the Lender has elected to terminate the license granted to the Borrower to collect rents, as provided in the Security Instrument, and directing the Tenant to make payment thereof to the Lender, the Tenant shall comply with such direction to pay and shall not be required to determine whether the Borrower is in default under any obligations to the Lender. By its countersignature hereto, Borrower acknowledges and agrees to the terms of this Section 2(d).

3. ATTORNMENT. If the Lender or any other transferee acquires the Borrower's right, title and interest in and to the Property pursuant to a foreclosure of the Security Instrument or a transfer of the Property in lieu thereof or in any other manner whereby the Lender or such transferee succeeds to the interest of the Borrower under the Lease, the Tenant agrees as follows for the benefit of the Lender or such transferee:

(a) Payment of Rent. Subject to the terms of the Lease, the Tenant shall pay to the Lender or such transferee all rental payments required to be made by the Tenant pursuant to the terms of the Lease for the remaining term thereof.

(b) Continuation of Performance. The Tenant shall be bound to the Lender or such transferee in accordance with all of the terms of the Lease for the remaining term thereof, and the Tenant hereby attorns to the Lender or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon the Lender or such transferee succeeding to the Borrower's interest in the Lease and giving written notice thereof to the Tenant.

(c) No Offset. Neither the Lender nor such transferee shall be liable for, or subject to, any offsets or defenses which the Tenant may have by reason of any act or omission of the Borrower as the prior lessor under the Lease, except to the extent the same is an act or omission of a continuing nature, nor for the return of any sums which the Tenant may have paid to the Borrower as the prior lessor under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by the Borrower to the Lender or such transferee.

(d) Subsequent Transfer. If the Lender or such transferee, by succeeding to the Borrower's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by the Lender or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to the Lender or such transferee.

4. NON-DISTURBANCE. In the event of a foreclosure of the Security Instrument, so long as there shall then exist no breach, default or event of default by the Tenant under the Lease

beyond any applicable cure periods, (a) the leasehold interest of the Tenant shall not be extinguished or terminated by reason of such foreclosure, (b) the Lease shall continue in full force and effect, and (c) the Lender and its successors-in-interest shall recognize and accept the Tenant as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement and Lender or its successor will be bound thereby.

5. LEASEHOLD MORTGAGEE RIGHTS. Lender acknowledges the rights granted under the Lease to the holder of a deed of trust or mortgage lien encumbering the leasehold interest of Tenant (the "Mortgagee"). Lender, its successors and assigns, in the event it, or they, succeed to the rights of Borrower under the Lease as provided in Section 3 hereof, shall honor all such rights granted to the Mortgagee under the Lease, accept any cure by the Mortgagee of any breach, default or event of default by the Tenant under the Lease in accordance with the terms thereof, and provide to Mortgagee a copy of any notice delivered to Tenant under this Agreement or pursuant to the Lease.

6. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between the Lender and the Borrower or any other person or entity.

(b) Costs. Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by the Lender or any other person) relating to the Borrower, the Tenant or any other person or entity.

(c) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by overnight courier or hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

(d) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.



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(e) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.



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

TENANT:

BOING US HOLDCO, INC.,
a Delaware corporation

c/o Driven Brands
440 South Church Street Ste 700
Charlotte, NC 28202
Attn: General Counsel

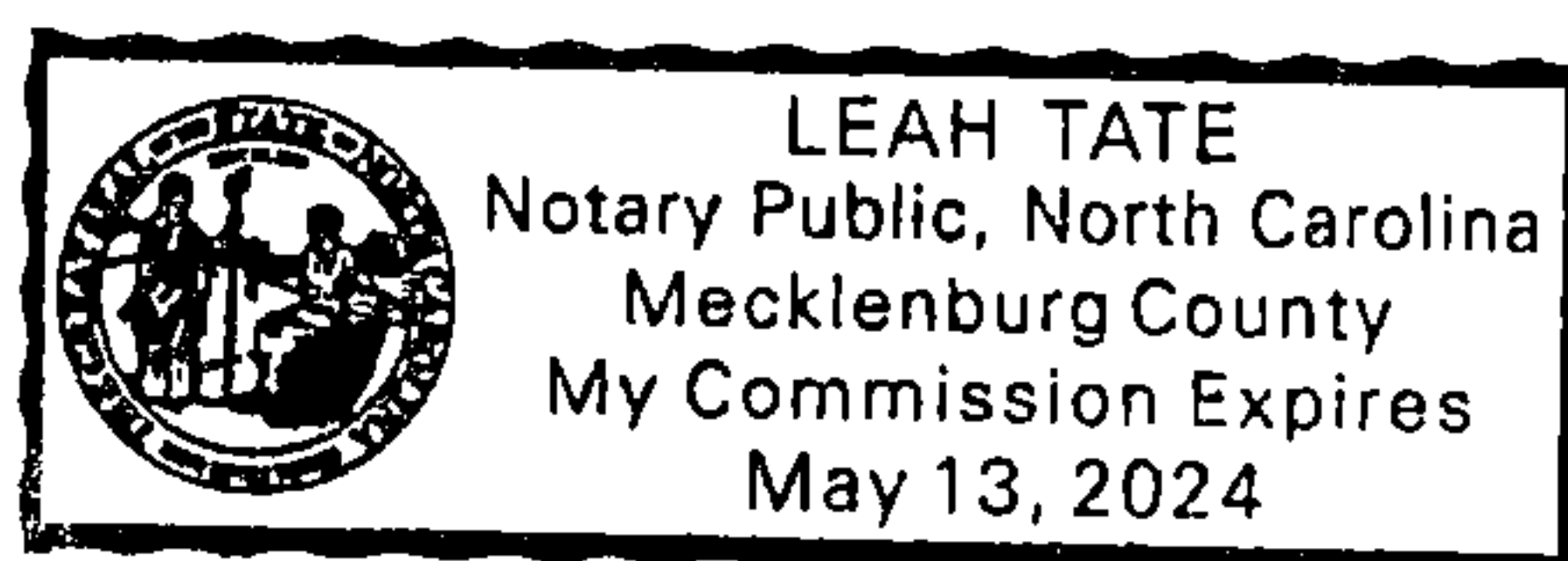
By: Anthony R. Winchester
Name: Anthony L. Winchester
Title: Sr. Corporate Counsel - RE

STATE OF North Carolina
COUNTY OF Mecklenburg

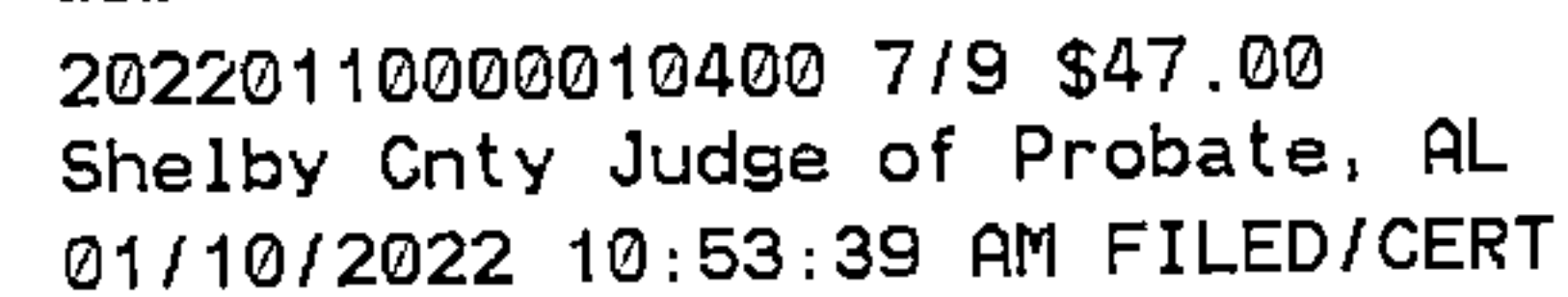
The foregoing instrument was acknowledged before me this 16th day of December, 2021,
by Anthony L. Winchester as Sr. Corporate Counsel - RE of BOING US HOLDCO,
INC., a Delaware corporation.

Witness my hand and official seal.

My commission expires: May 13, 2024



Leah Tate
Notary Public Leah Tate



WELLS FARGO BANK,
NATIONAL ASSOCIATION
A national banking association

1808 Aston Avenue, Suite 250
Carlsbad, California 92008
Attn: Loan Administration

Name: Denise Crouch

Title: Vice President

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.

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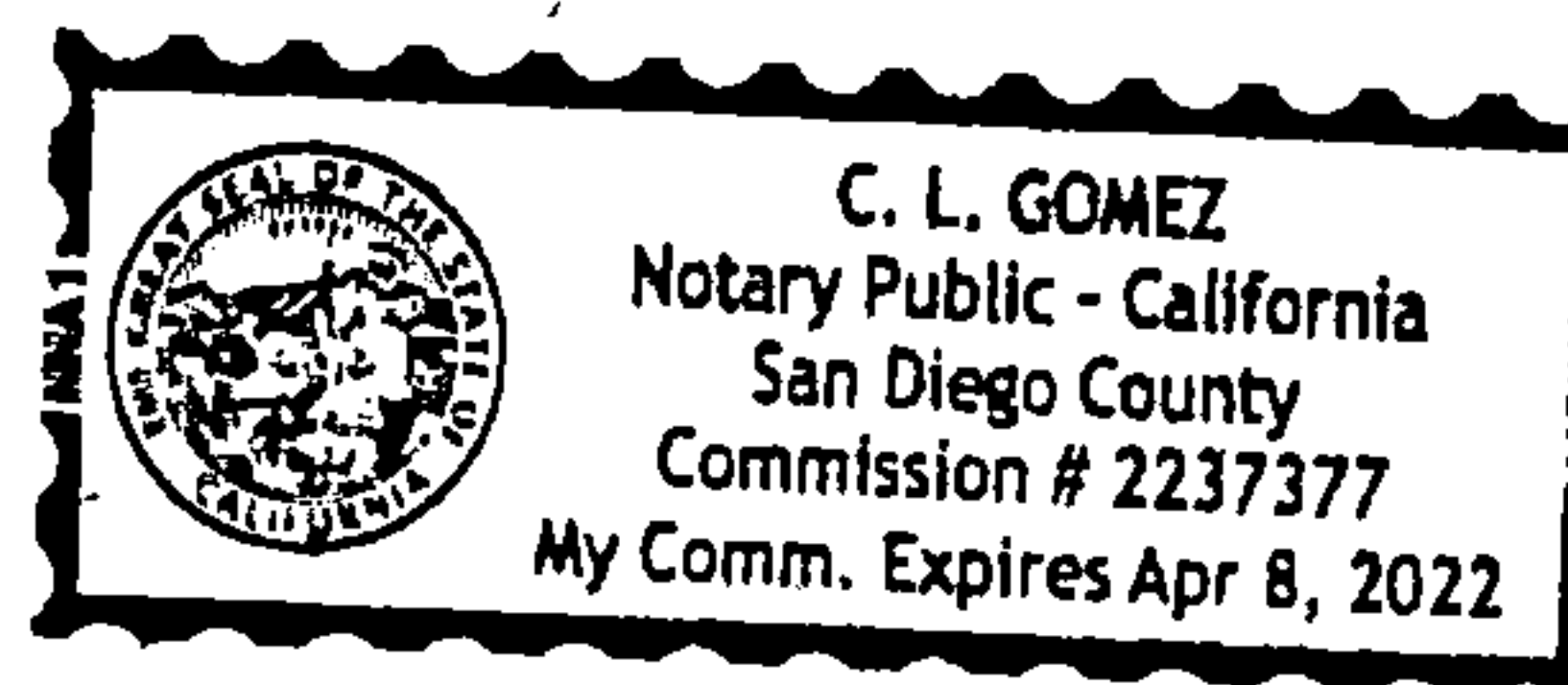
SS

On December 21, 2021, before me, C. L. Gomez, Notary Public, personally appeared Denise Crouch who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 on the instrument, the person, 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.

(Affix seal here)





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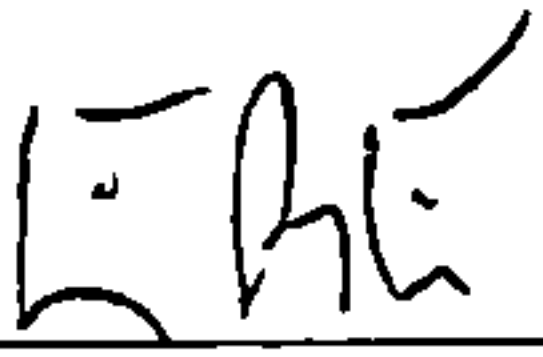
ACKNOWLEDGMENT

The undersigned Borrower hereby acknowledges and consents to the provisions of the Subordination, Non-Disturbance, and Attornment Agreement to which this Acknowledgement is attached, including, without limitation, Section 2(d) thereof.

BORROWER:

NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC,
Delaware limited liability companies

200 South Biscayne Blvd., 7th Floor
Miami, FL 33131
Attn: Kevin Sanz

By: 

Name: Eric Everett

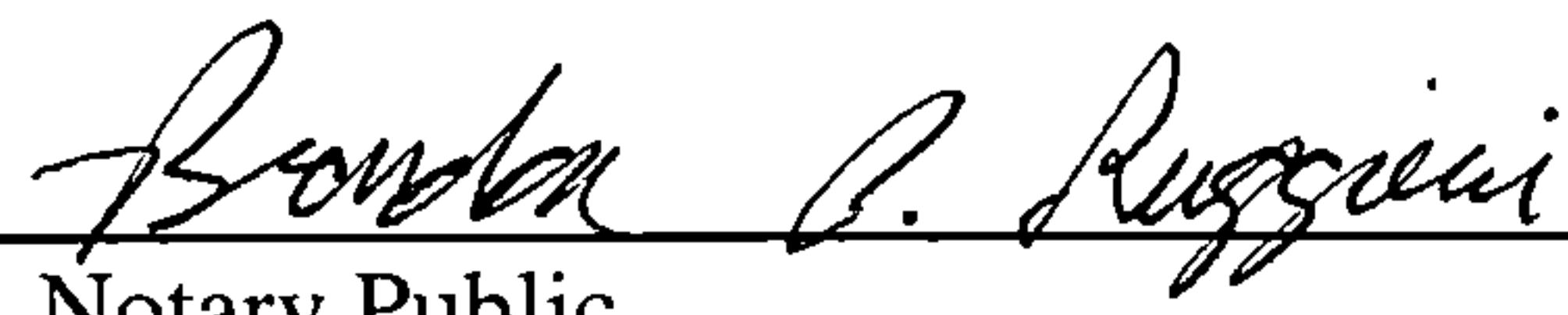
Title: Authorized Signatory

Rhode Island
STATE OF ~~MASSACHUSETTS~~
COUNTY OF Providence

The foregoing instrument was acknowledged before me this 22 day of December, 2021, by Eric Everett as authorized signatory of NET LEASE SUDS III LLC and NET LEASE SUDS IV LLC, Delaware limited liability companies.

Witness my hand and official seal.

My commission expires: 02/12/2024


Notary Public

Brandon P. Ruggieri
State of Rhode Island
Notary Public
Commission No. 765122
My Commission Expires 02/12/2024



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EXHIBIT A

TO SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (SECURITY INSTRUMENT)

Legal description of Property:

4758 US-280, Birmingham, AL

Parcel 1 (Fee. Simple):

All that lot, tract or parcel of land lying, situate and being located in part of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly shown and identified as LOT "B", 56,750 SQ FT. \pm 1.303 ACRES \pm on that certain plat of survey entitled 'SPECTRUM - 280 SUBDIVISION,' dated April 29, 2003, prepared by Laurence D. Weygand, Reg. RE. & L.S. #10373, which plat of survey was recorded on January 27, 2004, in Map Book 32 page 111, in the Office of the Probate Judge of Shelby County, Alabama, to which plat reference is made for the more particular description of said LOT B.

Parcel 2 (Appurtenant Easement No. 1):

TOGETHER WITH an Easement for the benefit of Parcel 1 as created by that certain Easement Agreement between Spectrum Realty, Inc., and OLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, in Instrument No. 20050504000212310, Shelby County, Alabama records,

Parcel 3 (Appurtenant Easement No. 2):

FURTHER TOGETHER WITH a non-exclusive easement for ingress only for the benefit of Parcel 1 contained in Warranty Deed between Dewberry Real Estate Company, Inc_ (Grantor) and Gulf Oil Corporation (Grantee) dated June 28, 1979, and recorded July 2, 1979, in Book 320, Page 427 aforesaid records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to extent such covenants conditions or restrictions violate 42 USC 3604(c); as affected by Waiver of Restriction and Further Imposition of Restrictions dated February 11, 2005, and recorded May 4, 2005 in Instrument No. 20050504000212330 Shelby County Judge of Probate, Alabama records; as affected by Agreement between Southhall of Hoover, LLC; The Industrial Board of the City of Vincent, and DLR Associate% LLC, dated May 2, 2005, and recorded May 4, 2005 in Instrument No. 20050504000212340, aforesaid records