

Prepared by and Return to:

Joseph A. Probasco, Esq.  
Bush Ross, P.A.  
1801 North Highland Avenue  
Tampa, Florida 33602

### **NON-DISTURBANCE AGREEMENT**

THIS NON-DISTURBANCE AGREEMENT (the "**Agreement**") is made as of August 24, 2022 by **TRUIST BANK**, a North Carolina banking corporation, having a mailing address of P.O. Box 1290, Whiteville, North Carolina 28472-1290 ("**Bank**"), in favor of **FIDELITY INFORMATION SERVICES, LLC**, an Arkansas limited liability company ("**Tenant**").

### **RECITALS**

A. Tenant is the holder of a leasehold estate in a portion of the property located at 44 Inverness Center Parkway, Hoover, Alabama, such property being more particularly described on **Exhibit A** attached hereto (the "**Property**"), under and pursuant to the provisions of a lease agreement (as the same may be amended from time to time, the "**Lease**"), with INVERNESS OFFICE PARK AL, LLC, a Delaware limited liability company, or its predecessor in interest ("**Landlord**");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Landlord to Bank;

C. The Lease provides that it is subordinate to the lien of any mortgage, deed of trust, deed to secure debt or similar security instrument encumbering all or any portion of the Property provided that the holder of any such mortgage, deed of trust, deed to secure debt or similar security instrument executes a non-disturbance agreement in favor of Tenant under the Lease; and

D. Bank hereby notifies Tenant of its election to subordinate the Lease, and Bank desires to enter into this Agreement upon the express condition of, and in order to effect, the subordination of the Lease to the Security Instrument as set forth above.

### **AGREEMENT**

NOW, THEREFORE, Bank hereby agrees as follows:

1. Non-Disturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Bank agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (each an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease will not be disturbed, diminished or terminated during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure, and the Lease shall remain in full force and effect. Notwithstanding the foregoing, Bank's covenant of non-disturbance contained in this provision is expressly conditioned upon Tenant's subordination of the Lease in each and every respect to the lien, operation and effect of the Security Instrument, and Tenant's attornment to, and recognition of, Bank or Acquiring Party as landlord under the Lease in the event Bank or Acquiring Party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Property under peril of foreclosure, including, without limitation, to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

2. No Liability. By executing this Agreement, neither Bank nor any Acquiring Party shall be deemed to be: (a) liable for any act, omission, negligence or default of any prior landlord (other than to cure any default of a continuing nature); (b) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or (c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord (except to the extent such sums are actually received by Bank).


[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Bank has duly executed this Agreement as of the date first above written.

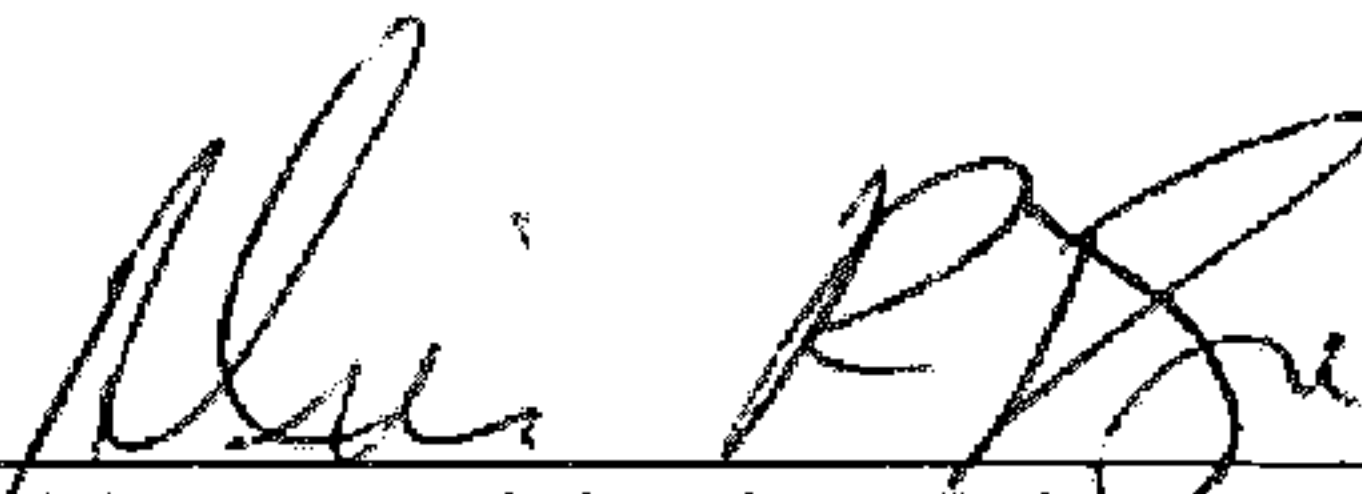
**WITNESSES:**

**BANK:**

**TRUIST BANK**

  
Print Name: Deborah Ragon

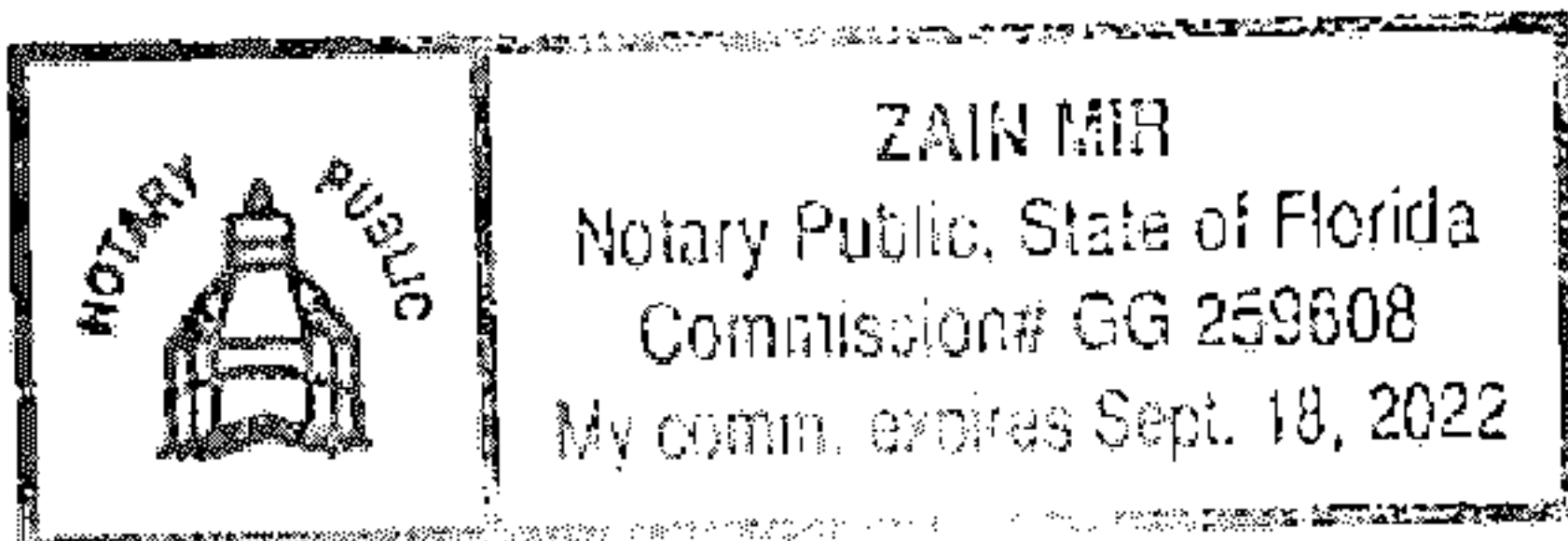
  
Print Name: Rachel Caponera

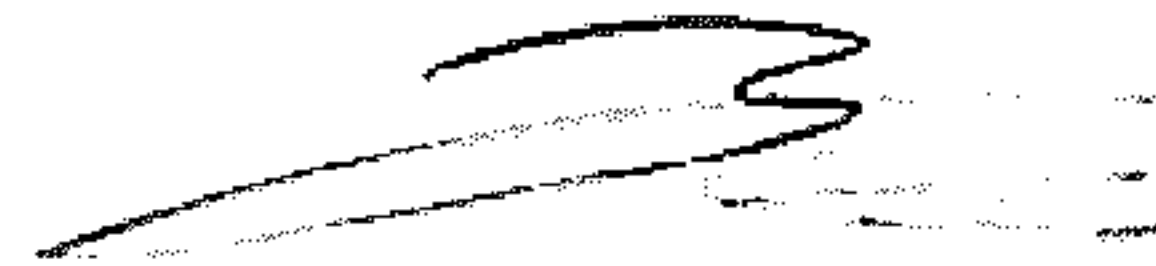
By:   
Print Name: Michael R. Brin  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 19th day of August, 2022, by Michael R. Brin, as Senior Vice President of TRUIST BANK, a North Carolina banking corporation, on behalf of the bank, who (check one) ☒ is personally known to me OR ☐ produced a \_\_\_\_\_ Driver's License as identification.

(NOTARY SEAL)



  
Notary Signature

Zain Mir  
(Type, Stamp or Print Name)  
NOTARY PUBLIC  
State and County Aforesaid  
My Commission Expires: 09/18/2022

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

SEE ATTACHED.



**LEGAL DESCRIPTION**

(Building Nos. 40, 42, 44 and 46)

Part of the East 1/2 of Section 35, Township 18 South, Range 2 West and the West 1/2 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and run N 45°29'10" E along the diagonal line from the Southwest corner to the Northeast corner of said 1/4-1/4 section, being the same as the Southeast line of a resurvey of Lot 2-D of Cahaba River Park, as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama, 1791.69 feet to a 5/8" rebar, being the Northwesterly corner of Lot 4A of the Survey of Resource Center, as recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama; thence S 45°56'49" E along the Southwesterly line of said Lot 4A, 82.80 feet to an existing rod & cap corner and angle point of said Lot 4A, said point also being on the west line of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; thence S 00°08'37" E along said Section line and west line of said subdivision, 557.20 feet to an existing rod & cap; thence S 88°23'57" E along the south line of said Resource Center survey 391.12 feet to an existing 1 inch crimped iron and the common corner with Inverness Office Center Building 22 survey; thence the following courses along the common property line with said Building 22 survey, S 01°36'03" W, 166.03 feet; thence S 36°15'02" W, 682.41 feet to a point on the back of curb of an existing drive, said point being on a curve to the left, having a radius of 275.00 feet and a central angle of 19°48'04"; thence the following courses along the existing back of curb and a common property line with said Building 22 survey, S 43°20'02" E, along the chord of said curve, 94.57 feet to the point of tangent; thence S 53°14'04" E, 133.54 feet to the point of curve of a curve to the right, having a radius of 229.01 feet and a central angle of 43°55'17"; thence S 24°52'29" E along the chord of said curve, 171.28 feet to the point of tangent; thence S 02°29'00" E, 36.87 feet to point of curve of a curve to the left having a radius of 58.90 feet and central angle of 20°29'35"; thence S 12°43'48" E along the chord of said curve, 20.95 feet to the point of tangent; thence S 22°58'36" E, 5.09 feet to the point of curve of a curve to the left, having a radius of 68.08 feet and a central angle of 55°46'18"; thence S 50°51'45" E along the chord of said curve, 63.68 feet to a point on a curve to left on the Northwesterly right of way of Inverness Center Parkway, said curve having a radius of 985.24 feet and a central angle of 28°50'14"; thence the following courses along said right of way of Inverness Center Parkway, S 48°56'24" W along the chord of said curve, 490.66 feet to the point of tangent; thence S 34°31'17" W, 167.46 feet to the point of curve of a curve to the right, having a radius of 1184.57 feet and a central angle of 21°57'41"; thence S 45°30'08" W along the chord of said curve, 451.27 feet to the point of tangent; thence S 56°28'58" W, 112.67 feet to the point of curve of a curve to the left, having a radius of 1469.86 feet and a central angle of 01°54'49"; thence S 55°31'34" W along the chord of said curve, 49.09 feet to a point on said curve; thence leaving said right of way, N 01°40'59" E, 427.65 feet to an existing 1 1/4 inch crimped iron; thence North 63°49'01" West, 334.90 feet to an existing 1 1/2 inch crimped iron; thence South 40°42'16" West, 310.00 feet to an existing 1 1/2 inch crimped iron; thence North 63°46'33" West, 639.96 feet to an existing 1 inch crimped iron on the Northwesterly line of herein described site; thence North 26°14'07" East along said Northwesterly line of site, 820.12 feet to the point of beginning.

TOGETHER WITH the benefits of a Reciprocal Easement Agreement by and between HUB Properties Trust, a Maryland Real Estate Investment Trust, successor by merger with CW Hoover Properties LLC, a Delaware limited liability company, and SIR Properties Trust, a Maryland Real Estate Investment Trust, dated February 10, 2012, filed for record on February 22, 2012, at 11:47 am, and recorded in Inst. No. 20120222000062790.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 08/25/2022 02:00:02 PM  
 \$34.00 JOANN  
 20220825000333640

*Allen S. Bayl*