

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 4th day of April, 2023, by and between **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company ("Tenant"), whose address is 500 Neil Ave, Suite 400, Columbus, OH 43215, Attn: Lease Administration, Store No. 01-4484, **MRV Bank**, whose address is 871 Ste. Genevieve Drive, Ste. Genevieve, Missouri 63670 ("Lender"), and **Cahaba Pointe, LLC**, an Alabama limited liability company, whose address is 3715 Northside Pkwy, Building 400, Suite 515, Atlanta, Georgia 30327 ("Landlord").

A. Lender has entered into a loan agreement or other credit agreement dated April 4, 2023 with Landlord secured by, among other things, a mortgage encumbering (the "Mortgage") that certain real property legally described on **Exhibit A** attached hereto (the "Property"); and

B. Tenant is the present lessee under a lease dated as of _____, made by Landlord demising a portion of the Property (said lease and all amendments thereto being referred to as the "Lease"); and

C. Lender is agreeable to not disturbing Tenant's possession of the Premises (as such term is defined in the Lease) so long as Tenant is not in default under the Lease.

NOW, THEREFORE, the parties agree as follows:

1. Subordination. The Lease, and all estates, rights and interest contained or created thereunder, are and shall be and continue to be subject and subordinate in all respects to the lien of the Mortgage, and to all renewals, modifications and extensions of the Mortgage.

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or additional rent or of any terms, easements, or conditions of the Lease on Tenant's part to be performed: (a) Tenant's possession of the Premises, and its rights and privileges under the Lease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lender; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If Lender shall become the owner of the Premises or the Premises shall be sold to the Lender by reason of foreclosure or other proceedings brought to enforce the Mortgage or the Premises shall be transferred to the Lender by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the Tenant and the Lender who shall succeed to the rights and duties of the Landlord under Lease. Tenant shall attorn to Lender who shall succeed to the rights and duties of the Landlord under Lease. Tenant shall attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender until: (a) Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Lender that it has succeeded to Landlord's interest under

the Lease; or (b) receives written notice from Lender that it is entitled to receive such rent pursuant to an assignment document executed by Landlord and Tenant is furnished with a copy of such executed assignment agreement. The notices described in the immediately preceding sentence shall be provided to Tenant at least thirty (30) days prior to Tenant having any obligation to pay rent to Lender pursuant to the immediately preceding sentence.

4. Lender's Option to Cure Landlord's Default. Tenant agrees that Landlord shall not be in default under the Lease unless written notice specifying such default is given to Lender. Tenant agrees not to terminate the Lease until: (i) it has given written notice of any act, omission, or default of the Landlord to Lender or its successors and assigns; and (ii) Lender, or its successors or assigns shall, within thirty (30) days of the receipt of such notice, have failed to cure or failed, with reasonable diligence, to commence, pursue or complete reasonable action to cure or remedy any act, omission or default of Landlord. Tenant further agrees not to invoke any of its remedies under the Lease until said thirty (30) days have elapsed.

5. Notice of Discharge. Landlord shall give thirty (30) days prior written notice to Tenant of the reconveyance or other release of the Mortgage; provided, however, that no such notice shall be binding on the Lender.

6. Limitation. Neither this Agreement nor the mortgage shall apply to any furniture, equipment or personal property owned or leased by Tenant which is now or hereafter placed or installed on the Premises, and Tenant shall have the full right to remove said items at any time during or at the expiration of the Lease term.

7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall insure to the benefit of the parties hereto and their representatives, successors and assigns.

8. Successor Liability. If Lender shall succeed to the interest of the Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior or succeeding landlord (including Landlord) except those acts or omissions that are continuing after Lender succeeds to the interest of Landlord under the Lease; or

(b) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any prior to succeeding landlord (including Landlord).

9. Prepayment. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

10. Payment to Lender. In the event Tenant receives written notice (the "Rent Payment Notice") from Lender or from a receiver for the Premises that there has been a default under the Mortgage and that rentals due under the Lease are to be paid to Lender or to the receiver, Tenant shall pay to Lender or to the receiver, or shall pay in accordance with the directions of Lender or of the receiver, all Rent and other monies due or to become due to Landlord under the Lease. Landlord hereby expressly and irrevocably directs and authorizes Tenant to comply with any Rent Payment Notice without any obligation to inquire into the factual basis of such notice,

notwithstanding any contrary instruction, direction or assertion of Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The delivery by Lender or the receiver to Tenant of a Rent Payment Notice, or Tenant's compliance therewith, shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by the applicable Landlord unless and until any attornment has occurred pursuant to this Agreement; or (ii) relieve the applicable Landlord of any obligations under the Lease. Tenant shall be entitled to rely on any Rent Payment Notice. Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Tenant shall be entitled to full credit under the Lease for any Rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such Rent were paid directly to Landlord.

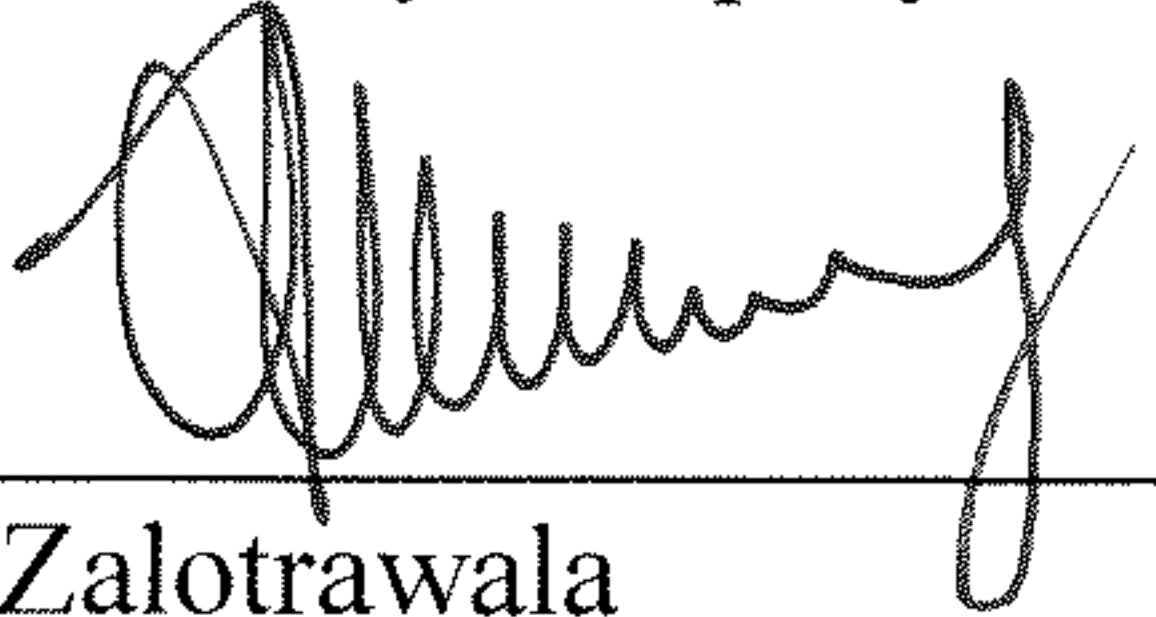
11. Recordation of Agreement. Lender may record this Agreement upon execution in the real property records of the governing authority applicable to the Property. In the event that Lender does not record this Agreement within thirty (30) days after its effective date, Tenant may, but shall not be required to, record this Agreement. Upon execution and recordation (if recordation is required to recognize Tenant's interest in the event of a foreclosure), this Agreement shall be evidence of the existence of the Lease and Tenant's interest in the Property.

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

TENANT:

Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

By: 
Name: Tabassum Zalotrawala
Title: Chief Development Officer

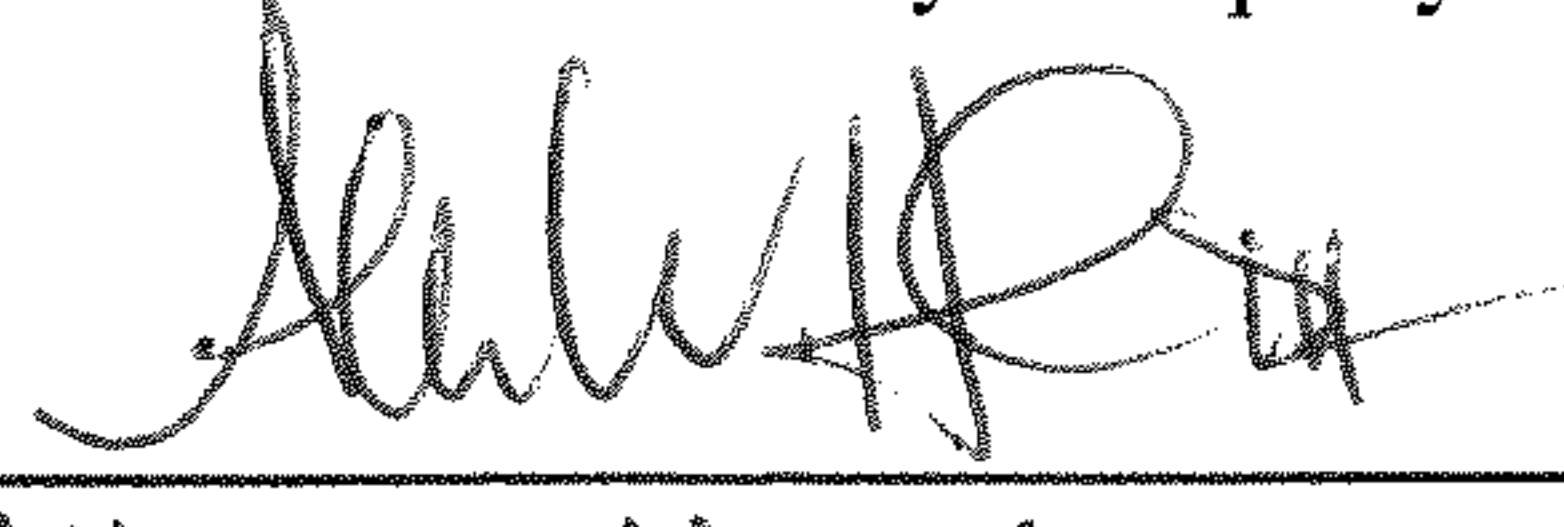
LENDER:

_____,
a _____

By: _____
Name: _____
Title: _____

LANDLORD:

Cahaba Pointe, LLC,
an Alabama limited liability company

By: 
Name: Allen W. Hawkins III
Title: Authorized Signatory

20230405000095090 04/05/2023 12:24:53 PM SUBAGREM 5/9
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be
executed as of the date first above written.

TENANT:

Chipotle Mexican Grill of Colorado, LLC,
a Colorado limited liability company

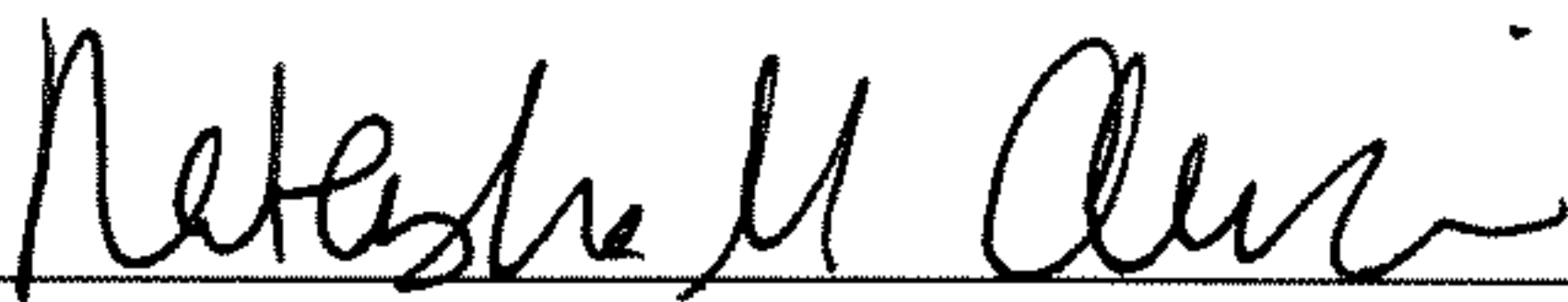
By: _____

Name: Tabassum Zalotrawala

Title: Chief Development Officer

LENDER:

MRV Banks,
a State Chartered Bank

By:  _____

Name: Natasha M Aurich

Title: Vice President of Private Banking

LANDLORD:

Cahaba Pointe, LLC,
an Alabama limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

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 ORANGE)

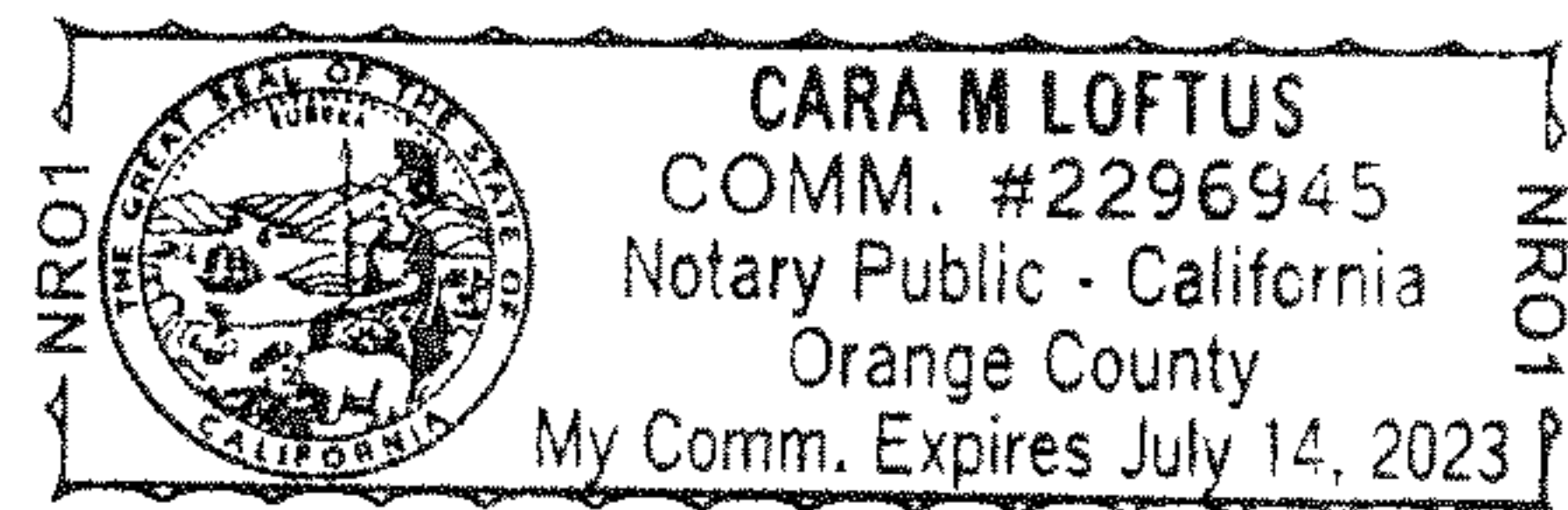
On Jan 18, 2023 before me, CARA LOFTUS, Notary Public, personally appeared Tabassum Zalotrawala, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

CARA LOFTUS (Seal)



STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____, as _____ of _____, a
_____.

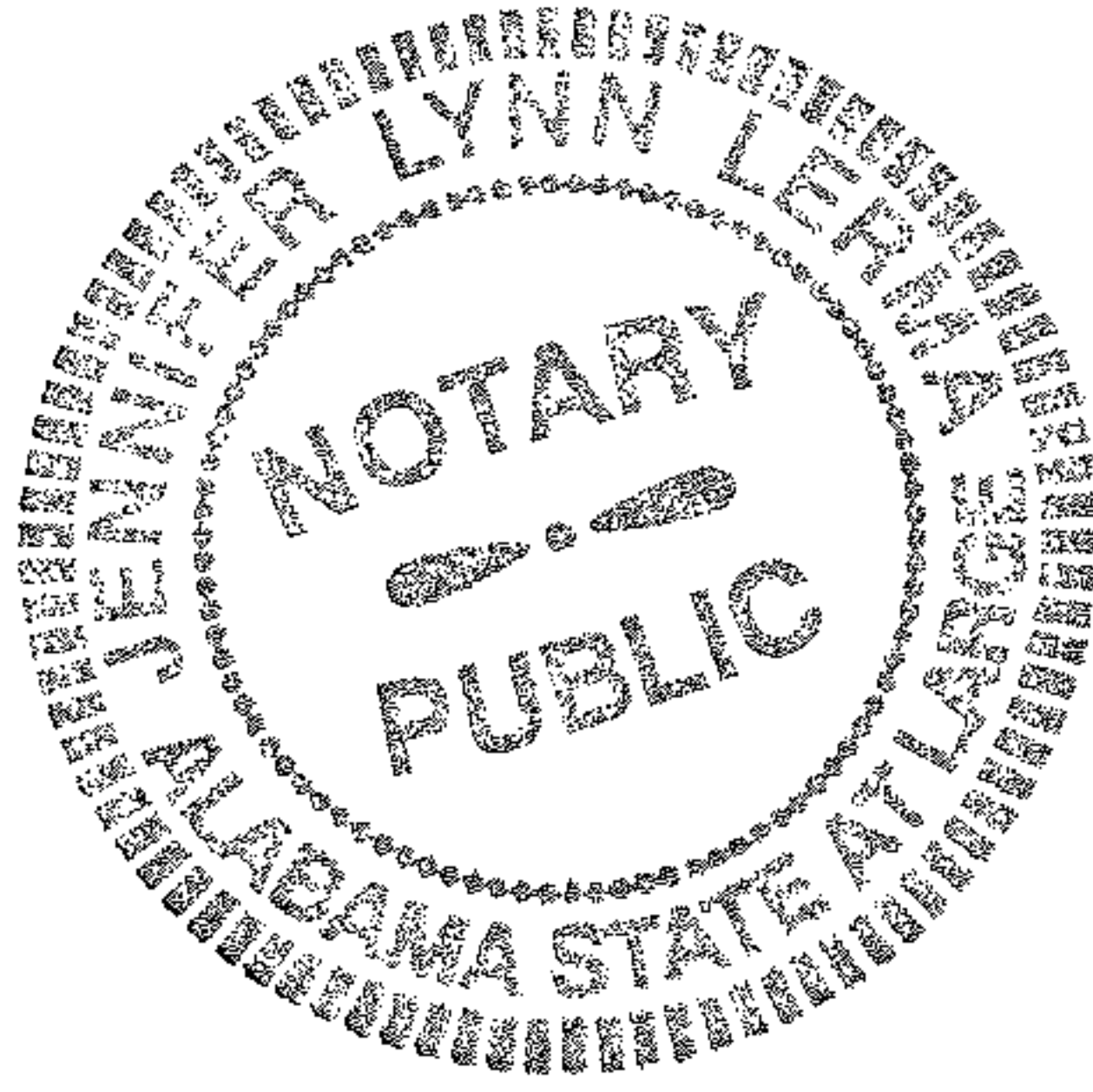
Witness my hand and seal.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 3rd day of April, 2023 by Allen W. Hawkins, as Authorized Signatory of Cahaba Pointe, LLC, an Alabama limited liability company.

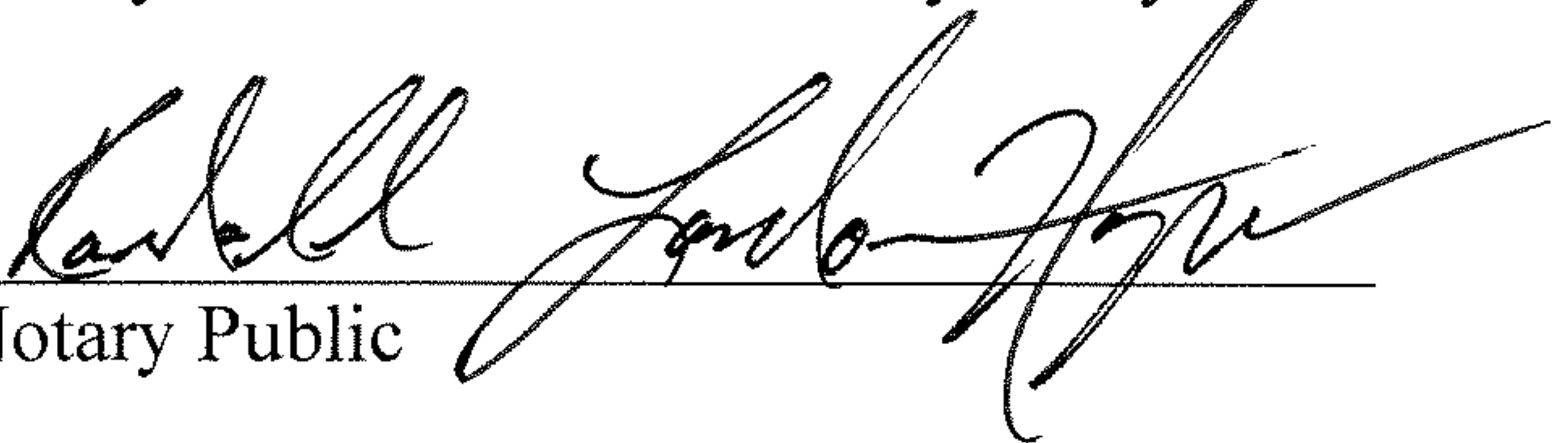
Witness my hand and seal.



Jennifer L. LeFlore
Notary Public
My Commission Expires: 9/15/2024

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STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On March 31, 2023, before me personally appeared Natasha M Aurich, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of Private Banking of MRV BANKS a Missouri banking corporation, that said instrument was signed and sealed (if applicable) on behalf of said organization by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said entity. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.


Notary Public

My Commission Expires : 8-16-25

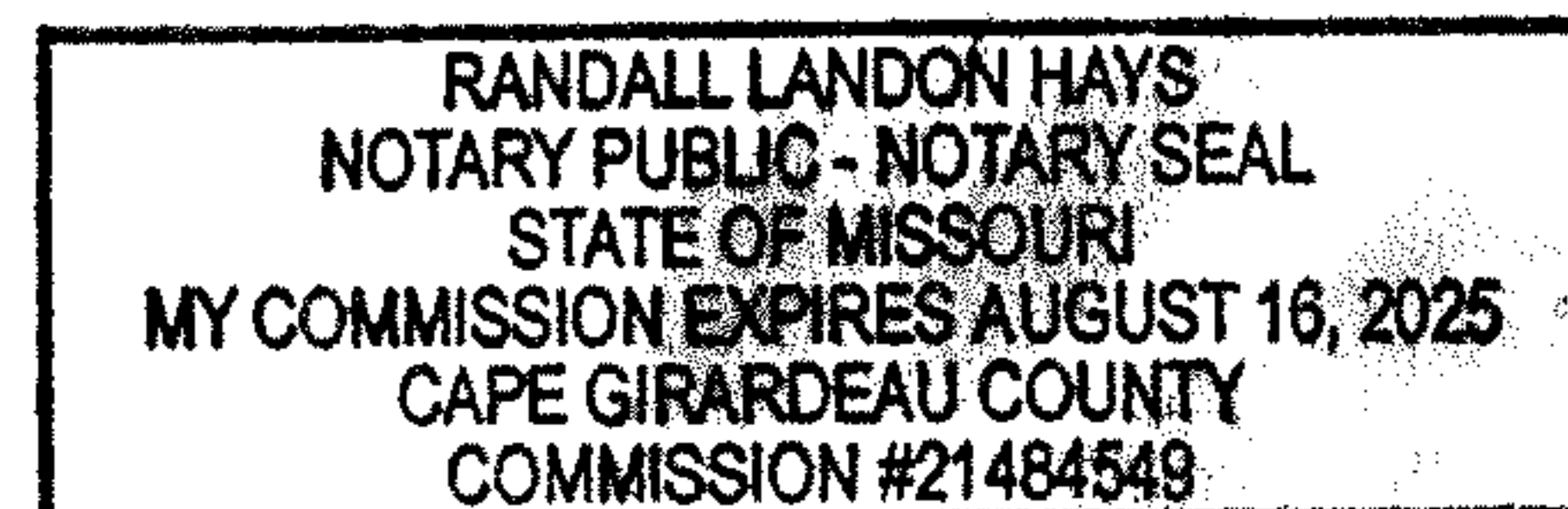
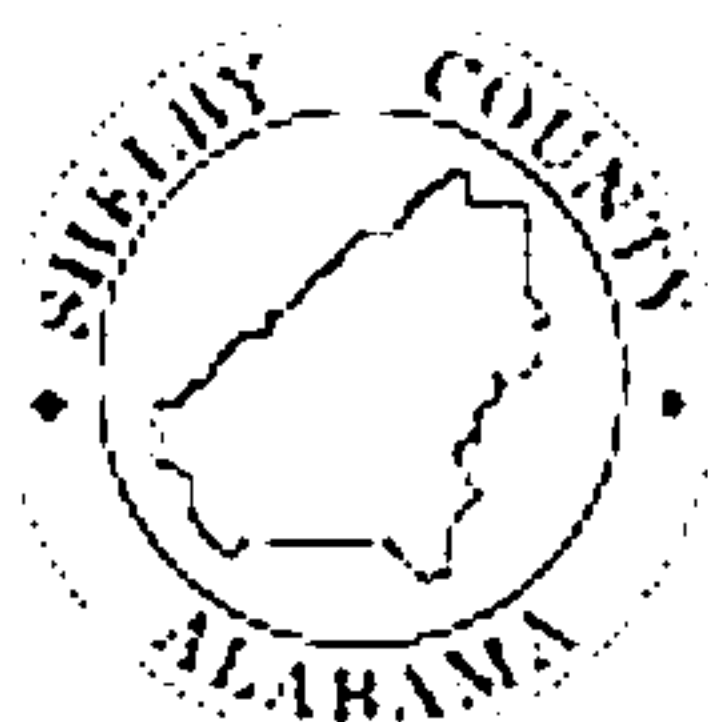


EXHIBIT "A"

A parcel of land being situated in the Southeast one-quarter of the Southeast one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a point marking the Southeast corner of said Section 31, thence run South 88 degrees 51 minutes 52 seconds West along the South line of said Section for a distance of 200.00 feet to a found concrete monument; thence leaving said South line, run North 00 degrees 26 minutes 01 seconds West for a distance of 229.31 feet to a found 3/4 inch rebar; thence run North 89 degrees 15 minutes 26 seconds East for a distance of 99.23 feet to a found rebar; thence run North 00 degree 16 minutes 45 seconds West for a distance of 517.57 feet to a set capped rebar stamped (GSA) being the POINT OF BEGINNING; thence run North 89 degrees 59 minutes 17 seconds West for a distance of 401.73 feet to a set capped rebar stamped (GSA); thence run North 00 degrees 05 minutes 36 seconds West for a distance of 433.13 feet to a set capped rebar lying on the Southerly Right of Way of Highway 280 (225 foot Right of Way) and Old Highway 280 (Portion of Highway 280 Right of Way), said point lying on a curve to the right with a radius of 1392.30 feet; a central angle of 16 degrees 45 minutes 48 seconds, a chord bearing of South 80 degrees 45 minutes 56 seconds East and a chord distance of 405.90 feet; thence run along the arc of said curve and Southerly Right of Way for a distance of 407.35 feet to a set capped rebar stamped (GSA); thence leaving said Southerly Right of Way, run South 00 degrees 16 minutes 45 seconds East for a distance of 368.08 feet to the POINT OF BEGINNING. Said parcel contains 164,702 square feet of 3.78 acres more or less.

Together with Declaration of Easements and Agreement dated May 20, 2022 by and between Cahaba Pointe, LLC and Windsor Court, LLC recorded in Instrument No. 20220524000209930.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$46.00 JOANN
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Allen S. Bayl