

**TENANT ESTOPPEL AND
SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is dated the 11th day of October, 2024, and is made between **COMMERCEONE BANK**, ("Mortgagee"), **SCP MUTUAL, LLC** ("Landlord"), and **MUTUAL SAVINGS CREDIT UNION** ("Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated October 11th, 2024 (the "Lease") with Landlord, as lessor, covering premises as referenced in said lease (the "Premises") located at 2040 Valleydale Road, Birmingham, Alabama 35244 and described more fully on Exhibit A hereto (the "Project"); and

WHEREAS, Landlord represents it owns the Premises, and Mortgagee represents it has agreed to make a mortgage loan (the "Mortgage") to the Landlord, secured in part by the Premises, and the parties desire to set forth their agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Subordination of Lease. Said Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the demised Premises form a part, and to all renewals, modifications, consolidations, replacement and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Attornment. Notwithstanding the subordination described in paragraph 1, Mortgagee and Tenant hereby agree that the Lease shall not terminate in the event of a foreclosure of the Mortgage, and Tenant further agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the demised Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and any extensions, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease.

3. Non-Disturbance. If it becomes necessary to foreclose the Mortgage, Mortgagee will not terminate said Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease beyond any applicable notice and cure period.

4. Mortgagee Responsibilities. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be

(a) liable for any act or omission of any prior landlord (including Landlord) except if such act or omission is a default under the Lease and such Mortgagee has received written notice of same, provided such liability will only accrue after Mortgagee succeeds to the interest of Landlord and has been given the same period for cure thereafter; or

(b) liable for the return of any security deposit if same has not been delivered to such Mortgagee; or

(c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except if such Mortgagee has received written notice of the default or failure by any such prior landlord which gave rise to such offset or defense; or

(d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) if same has not been delivered to such Mortgagee.

5. Tenant's Certification: Tenant hereby certifies to Landlord and Mortgagee that:

(a) The Lease has not been modified, changed, altered, assigned, or amended in any respect, except as expressly provided herein this Agreement. The Lease is valid and in full force and effect on the date hereof. The Lease is the only Lease or agreement between the Tenant and the Landlord affecting or relating to the Premises. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises. The Premises consists of an area of 28,025 square feet.

(b) Unless provided in the Lease, the Tenant is not entitled to, and has made no agreement(s) with the Landlord or its agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or offset or deduction in rent, or any other type of rental concession, including without limitation, lease support payments, or lease buy-outs or any provisions for lease termination.

(c) The Tenant has accepted and now occupies the Premises, and is open for business therein. The termination date of the present term of the Lease, excluding unexercised renewals, is October 11th, 2039.

(d) The Tenant has paid rent for the Premises for the period up to and including October, 2024. The fixed minimum rent payable by the Tenant presently is \$40,869.79 per month. No such rent has been paid more than one (1) month in advance of its due date. The Tenant's security deposit is \$0.00.

(e) As of the date hereof and to the best of Tenant's knowledge, all conditions under this Lease to be performed by the Landlord have been satisfied. All required contributions by the Landlord to the Tenant on account of the Tenant's tenant improvements have been received by the Tenant as of the date hereof.

(f) Except as may be otherwise expressly provided in the Lease, the Tenant has, no outstanding options or rights of first refusal to purchase the Premises or any part thereof or all or any part of the real property of which the Premises are a part.

(g) No actions, whether voluntary or otherwise, are pending against the Tenant or any general partner of the Tenant under the bankruptcy laws of the United States or any state thereof.

(h) The Tenant has not sublet the Premises to any sublessee and has not assigned any of its rights under the Lease.

6. Tenant acknowledges that Landlord and Mortgagee each represent all the interest of the Landlord in and to the Lease is being duly assigned to Mortgagee, and that pursuant to the terms hereof, all rent payments under the Lease shall continue to be paid to the Landlord in accordance with the terms of the Lease unless and until the Tenant is notified otherwise in writing by Mortgagee or its successors or assigns, and, in such event, Landlord agrees Tenant shall not be in breach or default of the Lease if Tenant pays rent payments pursuant to such written notice.

It is particularly noted that the interest of the Landlord in the Lease has been assigned to Mortgagee for the purposes specified in the assignment, and, therefore, until foreclosure of the Mortgage or transfer of the demised Premises by deed in lieu of foreclosure, Mortgagee, or its successors or assigns, assumes no duty, liability or obligation whatever under the Lease or any extension or renewal thereof.

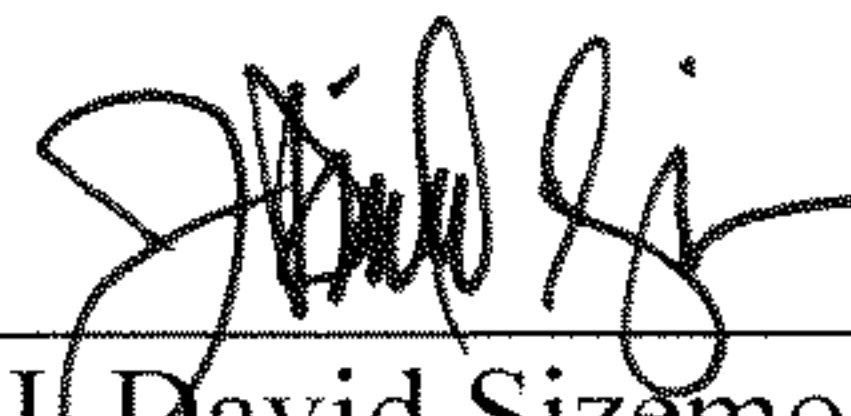
7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

8. Notice of Default. Tenant agrees to give Mortgagee, by certified mail, a copy of any notice of default served upon the Landlord. Tenant further agrees that Mortgagee shall have the same period of time as Landlord under the Lease within which to cure such default, in which event the Lease shall not be terminated during such time period. Any notices sent to Mortgagee should be sent by certified mail and addressed to CommerceOne Bank, 2100 SouthBridge Parkway, Suite 385, Birmingham, Alabama 35209, Attention: President. Notices to Tenant shall be sent to the address provided in the Lease, or as modified from time to time pursuant to the terms of the Lease.

[Signature Pages Follow.]

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

COMMERCEONE BANK


By: 
J. David Sizemore
Its Chief Lending Officer

STATE OF ALABAMA)

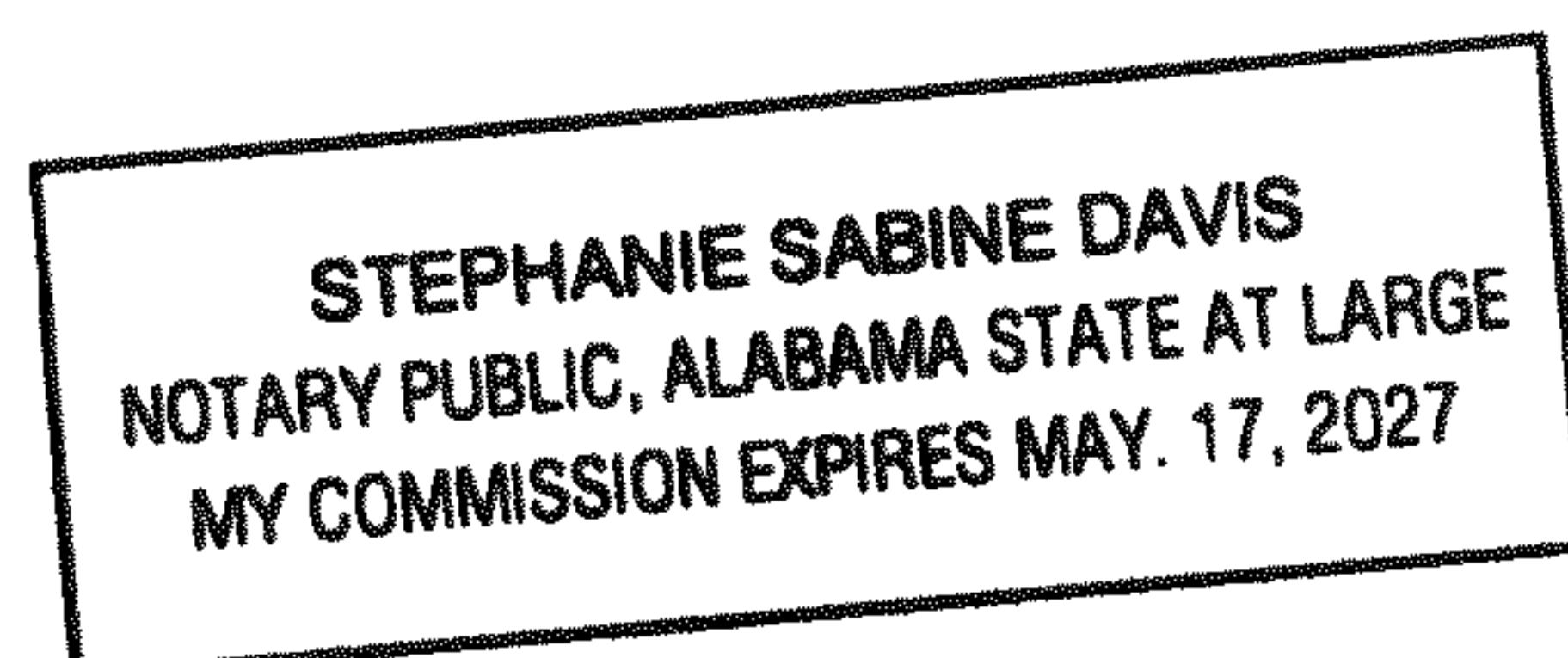
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. David Sizemore, whose name as Chief Lending Officer of CommerceOne Bank, an Alabama state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 8th day of October, 2024.


Notary Public

My Commission Expires: 5/17/2027



MUTUAL SAVINGS CREDIT UNION

By: [Signature]
Name: Kendall Speed
Its: CEO

STATE OF ALABAMA)

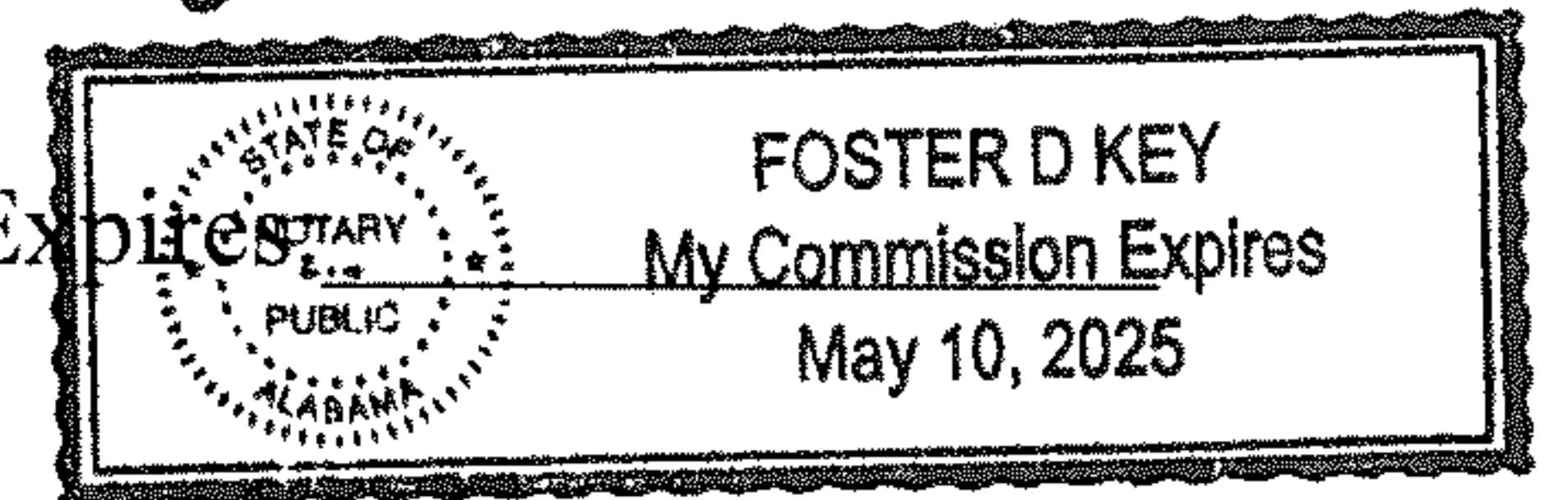
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kendall Speed, whose name as CEO of Mutual Savings Credit Union, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such CEO and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10th day of October, 2024.


[Signature]
Notary Public

My Commission Expires



SCP MUTUAL, LLC,
an Alabama limited liability company

By: SCP Mutual Managers, LLC,
an Alabama limited liability company
Its Manager

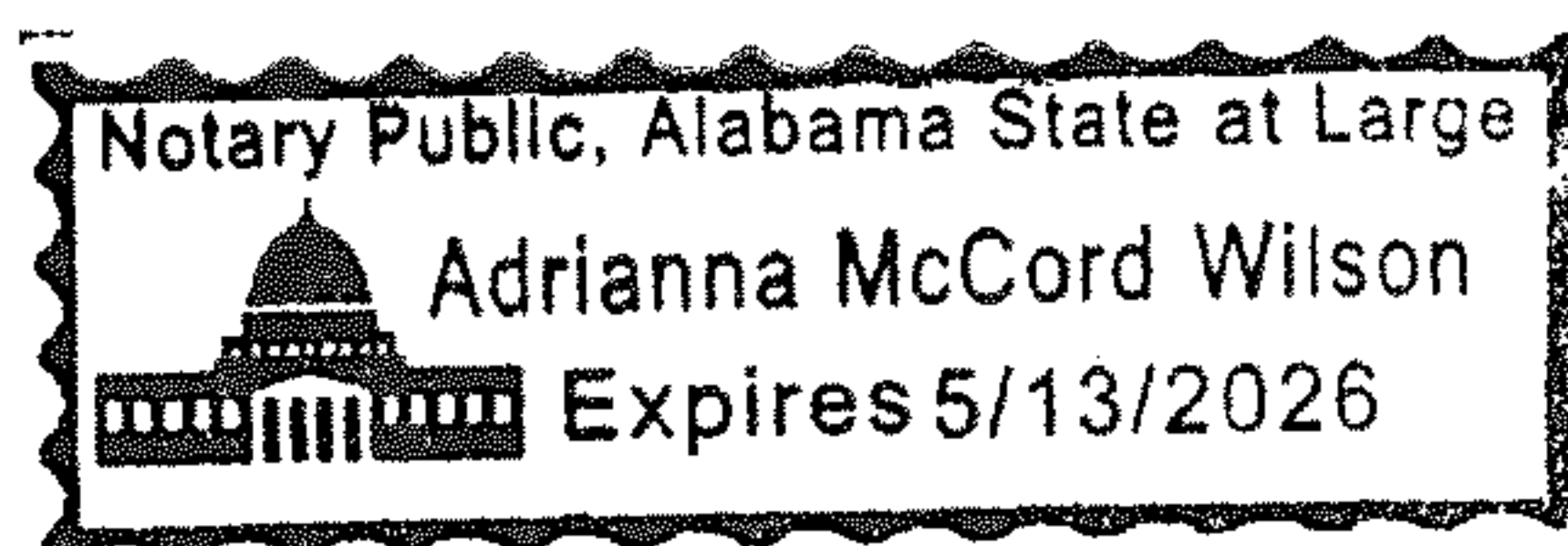
By: 
Rance M. Sanders
Its Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rance M. Sanders, whose name as Manager of SCP Mutual Managers, LLC, an Alabama limited liability company, Manager of SCP Mutual, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 8th day of October, 2024.




Notary Public

My Commission Expires: 5/13/26

[Signature Page to SNDA]

EXHIBIT A

Parcel 1:

Part of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Beginning at the SW corner of Lot 2, 2nd Amendment Commercial Subdivision Riverchase East, First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 6, Page 99, run in a northerly direction along the West line of said Lot 2 for a distance of 175.00 feet; thence turn an angle to the left of 90 degrees and run in a westerly direction for a distance of 161.95 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 161.94 feet to a point on the East right of way line of Business Center Drive; thence turn an angle of 89 degrees 57 minutes and run in a southerly direction along said East right of way line for a distance of 346.74 feet; thence turn an angle to the left of 61 degrees 15 minutes 15 seconds and run in a southeasterly direction for a distance of 33.66 feet to a point on the North right of way line of Valleydale Road; thence turn an angle to the left of 61 degrees 19 minutes 28 seconds and run in a northeasterly direction along said North right of way line for a distance of 157.45 feet to an existing iron pin; thence turn an angle to the left of 57 degrees 28 minutes 17 seconds and run in a northerly direction for a distance of 278.29 feet, more or less, to the point of beginning.

Less and Except the following:

A parcel situated in the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West; Shelby County, Alabama and being more particularly described as follows:

Commence at the NW corner of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West; thence run East along the North line of said $\frac{1}{4}$ section for 663.97 feet; thence turn 87 degrees 41 minutes right and run southerly 1337.93 feet; thence turn 90 degrees 00 minutes 00 seconds right and run Westerly 161.95 feet to the point of beginning; thence continue along the last described course for 161.94 feet to a point on the Easterly right of way of Business Center Drive; thence turn 89 degrees 57 minutes left and run southerly along said road right of way for 84.82 feet; thence turn 89 degrees 50 minutes 35 seconds left and run easterly 162.14 feet; thence turn 90 degrees 12 minutes 25 seconds left and run northerly 85.41 feet to the point of beginning.

Parcel 2:

Part of the East $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Beginning at the SW corner of Lot 2, 2nd Amendment Commercial Subdivision Riverchase East First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 6, Page 99, run in a Northerly direction along the West line of said Lot 2 for a distance of 175.00 feet; thence turn an angle to the left of 90 degrees and run in a westerly direction for a distance of 161.95 feet; thence turn an angle to the left of 90 degrees and run in a Southerly direction for a distance of 278.29 feet, more or less, to a point on the North right of way line of Valleydale Road; thence turn an angle to the left of 122 degrees 31 minutes 43 seconds and run in a Northeasterly direction along said North right of way line of Valleydale Road for a distance of 192.03 feet, more or less, to the point of beginning.

Less and except that part sold to Shelby County by deed recorded in Inst. No. 20230713000209430.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/14/2024 02:51:43 PM
\$43.00 CHARITY
20241014000322210

Allie S. Bayl