

This instrument prepared by:
Daniel M. Halprin
Dawda Mann Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304

After Recording Return to:
Ben Murphy
Alliance Bank
3001 SW Wanamaker Road
Topeka, Kansas 66614

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT

Dated: November 15, 2024

By and Among:

GC RIVER RIDGE, L.P. (Landlord),
ADNAN ABU-SHARIF (Tenant), and
ALLIANCE BANK (Mortgagee)

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**SUBORDINATION, NONDISTURBANCE,
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT, AGREEMENT RESULTS IN TENANT'S LEASEHOLD ESTATE IN THE PREMISES BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF LENDER'S MORTGAGE.

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made this 15th day of November, 2024, by and between GC RIVER RIDGE, L.P., an Alabama limited partnership, 3501 SW Fairlawn Road, Suite 200, Topeka, Kansas 66614 ("Landlord"); ADNAN ABU-SHARIF, an individual resident of the State of Alabama (d/b/a The Purple Onion), 2077 Arbor Hill Parkway, Birmingham, Alabama 35244 ("Tenant"); and ALLIANCE BANK, 3001 SW Wanamaker Road, Topeka, Kansas 66614 ("Mortgagee").

WITNESSETH:

WHEREAS, Landlord and Tenant are the current parties to a lease dated December 22, 2009, as amended ("Lease"), of certain commercial space described therein ("Premises") located in Birmingham, Alabama, and erected on the property described on attached Exhibit A; and

WHEREAS, Landlord has made, executed, and delivered to Mortgagee a certain promissory note/promissory notes secured by a first mortgage/deed of trust (Landlord's debt and security instruments with Mortgagee collectively referred to as "Mortgage") on the Premises, with the express condition that leases such as the Lease are and shall be subordinated to the lien of the Mortgage; and

WHEREAS, the Lease will be or has been assigned by Landlord to Mortgagee as additional collateral for Landlord's promissory note/promissory notes, and in relation to the Mortgage and Landlord's additional obligations to Mortgagee; and

WHEREAS, Tenant has agreed to attorn to Mortgagee, its successors or assignees, or the purchaser at any foreclosure sale of the Premises, as described and on the terms and conditions stated herein; and

WHEREAS, Tenant desires to be assured of the continued use and occupancy of the Premises under the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Landlord, Tenant, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. Notwithstanding anything to the contrary set forth in the Lease, the Lease and the leasehold interest and estate created thereby and the rights, privileges, and powers of the Landlord and Tenant thereunder, including without limitation all rights of first refusal, purchase options, and all other rights or interests of the Tenant under the Lease, shall be unconditionally subject and subordinate and inferior to the Mortgage, to the lien of the Mortgage, to all advances made or to be made thereunder, and to any renewals, extensions, modifications, or replacements thereof.

2. Provided Tenant is not in default beyond any applicable grace period provided for in the Lease:

- (a) Tenant shall not be joined in as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Mortgage.
- (b) Tenant shall not be evicted from the Premises nor shall any of Tenant's rights under the Lease be affected or disturbed in any way by reason of this subordination or any default by Landlord under the Mortgage.
- (c) Tenant's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of this subordination or any default by Landlord under the Mortgage.
- (d) If Mortgagee or any successor in interest to it shall succeed to the rights of Landlord under the Lease, whether through possession, termination, or cancellation of the Lease, surrender, assignment, judicial action, sublettings, foreclosure action, or delivery of a deed or otherwise, Tenant will attorn to and recognize such successor-landlord as Tenant's Landlord, and the successor-landlord will accept such attornment and recognize Tenant's rights of possession and use of the Premises in accordance with the provisions of the Lease and this Agreement.

3. Mortgagee or such other successor in interest as described above shall not be:

- (a) Liable for any act or omission of any prior landlord (including Landlord); or
- (b) Obligated to cure any defaults of any prior landlord (including Landlord) which occurred prior to the time that Mortgagee or such other successor in interest succeeded to the interest of such prior landlord under the Lease; or
- (c) Subject to any offsets or defenses which Tenant may be entitled to assert against any prior landlord (including Landlord); or
- (d) Bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than the current month; or
- (e) Bound by any amendment or modification of the Lease made without the written consent of Mortgagee or such other successor in interest; or
- (f) Liable or responsible for or with respect to the retention, application and/or return to Tenant of any security deposit paid to any prior landlord (including Landlord), whether or not still held by such prior landlord, unless and until Mortgagee or such other successor in interest has actually received for its own account as landlord the full amount of such security deposit; or
- (g) In making any loan disbursements to Landlord, under any obligation or duty to oversee or direct the application of the proceeds of such disbursements, but such proceeds shall be used solely for the purposes set forth in the Mortgage.

4. Tenant will not terminate or cancel the Lease or the term thereof by reason of a default thereunder by Landlord unless and until Tenant has given Mortgagee written notice of the default at the same time Landlord is notified thereof, at Mortgagee's address stated in paragraph 7 hereof or such other address designated in writing to Tenant, and has afforded Mortgagee the greater of such time granted to Landlord under the Lease to remedy the particular default, or thirty (30) days from the date of notice to Mortgagee, whichever is greater; provided, however, that Tenant shall have no right to terminate the Lease except as expressly provided in the Lease.

5. Tenant shall send a copy of all notices to Mortgagee that it is required to send to Landlord pursuant to the Lease, at the same time that such notice is sent to Landlord.

6. Miscellaneous.

- (a) Tenant will not pay an installment of rent or any part thereof more than one (1) month in advance except as provided in the Lease.
- (b) Tenant hereby has notice that the Lease and the rent and all sums due thereunder have been assigned to Mortgagee. Tenant will pay to Mortgagee, or to such person or firm designated by Mortgagee, all rentals and other moneys due and owing to Landlord under the Lease.

- (c) It is expressly understood and agreed that this Agreement shall supersede, to the extent inconsistent herewith, any provisions of the Lease relating to the subordination of the Lease and the interests and estates created thereby to the lien or charge of the Mortgage.
- (d) The parties hereto agree to execute and deliver, in recordable form if necessary, any and all further documents and instruments reasonably requested by any party hereto or any title insurance company to give effect to the terms and provisions of this Agreement.
- (e) Mortgagee 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, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession.
- (f) Upon the written request of either Mortgagee or Tenant to the other given at the time of any foreclosure or conveyance in lieu thereof, the parties agree to execute an Addendum to the Lease, to specifically name the successor-landlord under the Lease, and to incorporate the same terms and conditions as the Lease between Landlord and Tenant, which Addendum shall cover any unexpired term of the Lease existing prior to such foreclosure or conveyance in lieu of foreclosure.
- (g) This Agreement does not:
 - (i) constitute a waiver by Mortgagee of any of its rights under the Mortgage; or
 - (ii) in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements, and clauses of the Mortgage.
- (h) The provisions of the Mortgage remain in full force and effect and must be complied with by Landlord. Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Mortgage.
- (i) Mortgagee shall have no obligation nor incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extensions thereof or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

- (j) Mortgagee shall have no obligation nor incur any liability with respect to any hazardous materials or substances or toxic wastes (as such terms may be defined from time to time under applicable State, federal, and local laws) in, around, or upon the Premises not directly introduced to the Premises by the affirmative act of Mortgagee.
- (k) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.
- (l) The agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors, and assigns of the parties hereto.
- (m) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

7. This Agreement shall continue in effect until payment in full of all sums due to Mortgagee under the promissory note/promissory notes and Mortgage.

8. All notices pursuant to this Agreement shall be deemed sufficient if mailed by U.S. registered or certified Mail, with return receipt requested, postage prepaid or sent by overnight courier to the following address:

Landlord: GC River Ridge, L.P.
Attention: Bruce Christenson
3501 SW Fairlawn Road, Suite 200
Topeka, Kansas 66614

Tenant: Adnan Abu-Sharif
2077 Arbor Hill Parkway
Birmingham, Alabama 35244

Mortgagee: Alliance Bank
3001 SW Wanamaker Road
Topeka, Kansas 66614

9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns and may not be modified orally or by any course of conduct other than by a written instrument signed by both parties hereto.

[Balance of page intentionally left blank; signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD:

GC RIVER RIDGE, L.P.,
an Alabama limited partnership

By: Gulf Coast GP, Inc.,
a Texas corporation
Its: General Partner

By: [Signature]
Name: Gerald Crump
Its: Vice President

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

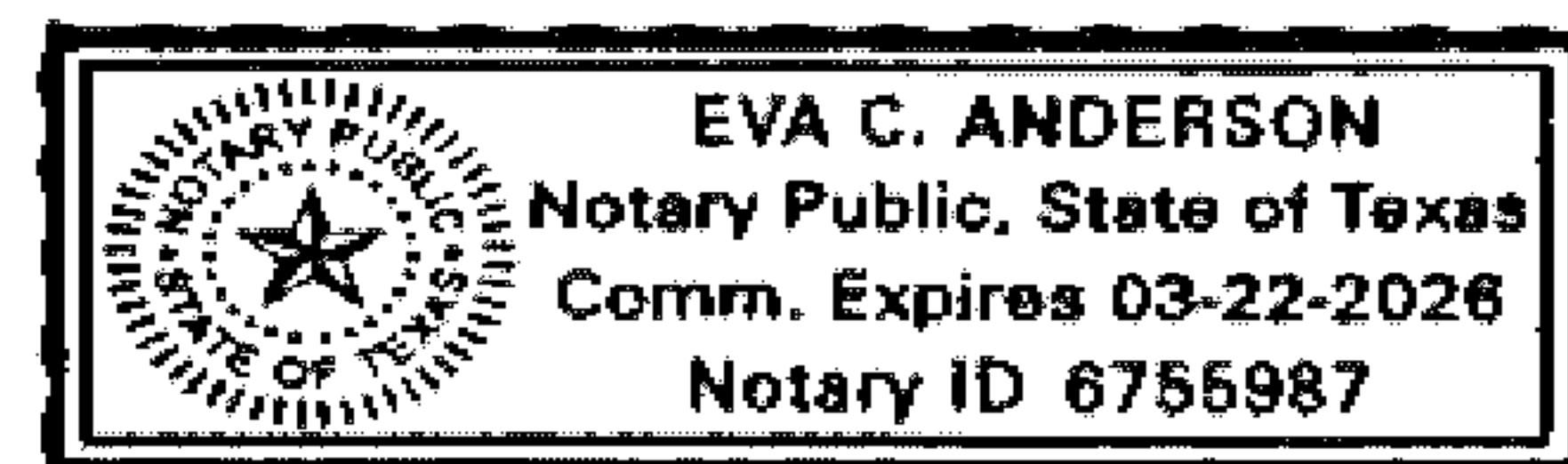
ACKNOWLEDGMENT

Be it remembered, that on this 11th day of November, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Gerald Crump, the Vice President of Gulf Coast GP, Inc., a Texas corporation, the General Partner of GC RIVER RIDGE, L.P., an Alabama limited partnership, who is personally known to me to be the same person who executed the above instrument in his authorized capacity, and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: 03-22-2026

Eva C. Anderson
Notary Public



TENANT:

By: Adnan Abu-Sharif
ADNAN ABU-SHARIF

STATE OF Alabama)
COUNTY OF Jefferson) SS.

ACKNOWLEDGMENT

Be it remembered, that on this 23 day of September, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Adnan Abu-Sharif, who is personally known to me to be the same person who executed the above instrument and that the same is his/her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: 4/5/2026

Dylan Colburn
Notary Public



MORTGAGEE:

ALLIANCE BANK

By: *Ben Murphy*

Name: Ben Murphy

Its: VP

STATE OF KS)
COUNTY OF Shawnee) SS.

ACKNOWLEDGMENT

Be it remembered, that on this 15 day of November, 2024, before me, the undersigned, a notary public in and for the County and State aforesaid, came Ben Murphy, the VP of ALLIANCE BANK, who is personally known to me to be the same person who executed the above instrument in his/her authorized capacity, and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires: 11/13/27

Jeff A. Berkley
Notary Public



Jeff A. Berkley

Notary Public
State of Kansas

My Appt. Expires 11/13/27

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02-7-35-0-001-003.016, 02-7-35-0-001-003.015 and 02-7-35-0-001-003.013

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Parcel I:

Lot 3-A , according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, Page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 20030212000086830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-1426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 5, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended

by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 20030212000086830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-1426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 3-B, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, Page 58, in the Probate Office of Shelby County, Alabama.

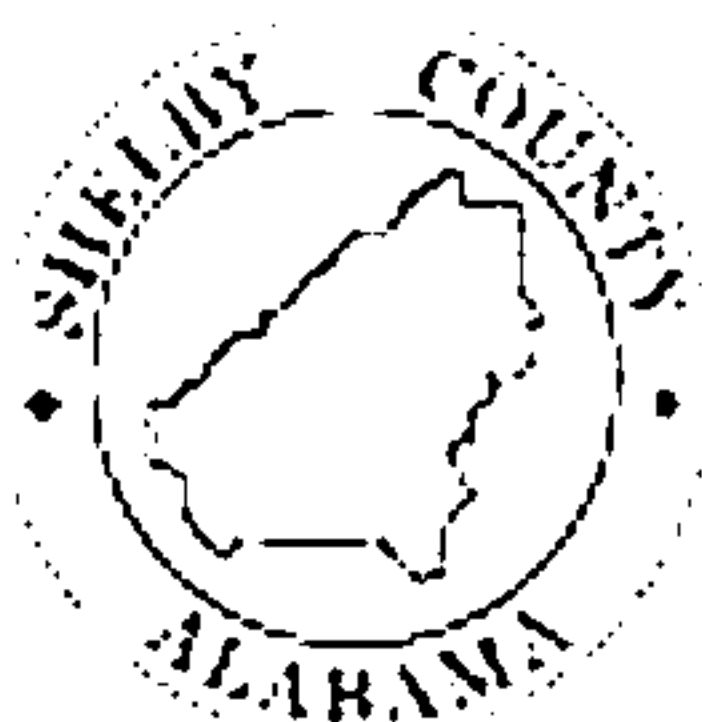
Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 20030212000086830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-1426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.



4895-8100-041

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/03/2024 01:57:53 PM
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Allen S. Bayl