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Shelby Cnty Judge of Probate, AL
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After recording return to:

Eric Astrin, Esq.
Inspire Brands, Inc.
14th Floor
Three Glenlake Parkway NE
Atlanta, GA 30328

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 15th day of October, 2025, by and between **RTM ALABAMA, LLC**, an Alabama limited liability company ("**Tenant**"), having an address of c/o Inspire Brands, Inc., Three Glenlake Parkway NE, Atlanta, GA 30328, Attn: Lease Management (Brand Arby's #7850, Alabaster, AL), **HIGHWAY 11/31, LLC**, a Delaware limited liability company ("**Landlord**"), having an address of c/o American Retail Maintenance, LLC, P.O. Box 130777, Birmingham, AL 35213, Attn: Amy Garrett, and **PROTECTIVE LIFE INSURANCE COMPANY**, a Nebraska corp., its subsidiaries and their successors and/or assigns ("**Lender**"), having an address of P.O. Box 2606, Birmingham, AL 35202.

W I T N E S S E T H:

WHEREAS, Lender has agreed to make a loan to Landlord (the "**Loan**") to be secured by a mortgage or other security instrument to be recorded in the applicable public records (collectively, the "**Mortgage**" and, collectively with any and all other documents evidencing, securing or pertaining thereto and/or to the Mortgage or the Loan, or to be secured, thereby, the "**Mortgage Documents**"), encumbering the Landlord's interest and title in and to certain real property as the same are described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Mortgaged Property**"), and such other properties and interests as are described therein, and encumbering all of Landlord's rights, title and interest in and to the Lease (as described below) and the leasehold estate created thereby to secure the payment of the indebtedness described in the Mortgage; and

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated as of January 4, 2007, as amended by that certain First Amendment to Lease Agreement dated February 6, 2025, evidenced by that certain memorandum or short form of lease, recorded or to be recorded in the Official Probate Records of Shelby County, Alabama (as the same may have been modified and amended as of the date hereof, collectively, the "**Lease**"), pertaining to the leasing by Landlord, as "Landlord", to Tenant, as



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"Tenant" of all or a portion of the Mortgaged Property (the "**Premises**") as more particularly described in the Lease, and which Lease is subject to the condition that this Agreement be executed and delivered by and among the parties hereto; and such Lease is incorporated herein by this reference and made a part hereof; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions upon which Tenant shall attorn to Lender upon certain conditions, Lender shall recognize the Lease and agrees not to disturb same or Tenant's peaceful possession and quiet enjoyment of the Premises pursuant to the Lease, all upon certain conditions, and certain other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, Lender, Landlord and Tenant, as Tenant, hereby covenant and agree as follows:

1. **Non-Disturbance.** So long as no default exists in the payment of rent nor any event has occurred which has continued to exist for such period of time (after notice and cure periods, if any, required by the Lease) as would entitle the Landlord, as "Landlord" under the Lease to terminate the Lease or would cause, without any further action on the part of Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession, each and every access to or enjoyment of the Premises be disturbed, terminated, diminished or otherwise interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, by any exercise of the power of sale contained in the Mortgage, or by any judicial or non-judicial foreclosure, conveyance in lieu of foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Lender takes possession of the property described in the Mortgage pursuant to any provisions thereof, unless the Landlord under the Lease would have had such right if the Mortgage had not been made; provided, that any such sale, foreclosure or taking of possession of the property shall be subject to the Lease and its terms, including, without limitation, any and all pre-clearance first refusal rights contained therein (if any) as well as any and all extension and renewal rights. Said Lease and its terms shall be binding upon the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding and the successors and assigns thereof (said person or entity and its successors and assigns being hereinafter called the "**Purchaser**"), except that the Purchaser shall not be: (a) liable for any act or omission of any prior Landlord under the Lease (except to the extent, if any, that the same exists and/or continues after the Purchaser becomes the owner of the Premises, including, but not limited to, those related to repair and maintenance); or (b) subject to any offsets or defenses which the Tenant under the Lease might have against any prior Landlord under the Lease (except to the extent that such offsets or defenses are expressly set forth in the Lease, including, but not limited to, offsets or defenses that are continuing in nature); or (c) bound by any payment of base or additional rent that is payable on a monthly basis that Tenant paid to any prior Landlord more than one month in advance of the date such payment was due under the Lease unless actually received by Purchaser or required by the Lease.

2. **Attornment and Recognition.** If the interests of the Landlord under the Lease shall be transferred by reason of the exercise of the power of sale or any other provision contained in the Mortgage, or by any foreclosure or other proceeding for enforcement of the Mortgage, (a) the Tenant thereunder shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions of renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original Landlord under the Lease, (b) Tenant, as Tenant under the Lease, does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Landlord under the Lease, and (c) Purchaser, including without limitation Lender if it be the Purchaser, does hereby recognize the Lease and the rights, title and interest of Tenant thereunder. Said attornment and recognition shall be effective and self-operative without the execution of any further instruments by Tenant or by Purchaser, upon receipt by Tenant of written notice of the succession by Purchaser to the interest of the Landlord under the Lease. The respective rights and



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obligations of Purchaser and of the Tenant under the Lease upon such attornment and recognition, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease, except as otherwise expressly provided herein. Purchaser, including without limitation Lender if it be the Purchaser, Landlord and Tenant hereby agree that Tenant shall commence payment of rent under the Lease to Purchaser upon receipt by Tenant of a written demand therefor, which demand shall include a current payment address for Purchaser. Upon commencement of such rental payments to Purchaser, Tenant shall have no further liability to Landlord for any rental due under the Lease arising after the date upon which Tenant receives Purchaser's written demand. Payment of rents under the Lease to Lender shall not constitute a default under the Lease and Landlord hereby releases Tenant from all claims and liabilities as to the payment of rent or any other amount due under the Lease, if such payment is made pursuant to written direction of Lender.

3. Subordination. Subject to the terms and conditions of this Agreement, (a) Tenant hereby subordinates all of its right, title and interest, as Tenant under the Lease, to the right, title and interest of the Lender under the Mortgage, and (b) Tenant hereby agrees that the Lease now is and shall at all times continue to be subject and subordinate to the lien imposed by the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

4. Assignment of Rents; Notice to Tenant. Tenant acknowledges that Landlord has or will have, as part of its loan transaction with Lender, assigned the Lease to Lender and that Lender has, or will have, a license to collect the rent due thereunder. Tenant agrees that anytime it receives written notice from Lender requesting that the rent and all other sums due Landlord under the Lease be paid to Lender or its designees, that, provided such notice includes remittance instructions and a completed W-9 form, Tenant hereby agrees to honor such request and will within thirty (30) days after receipt of such written notice, pay such sum directly to Lender or its designee without legal process or the necessity of proof of Landlord's default under the Mortgage Documents, and Landlord irrevocably consents to Tenant's reliance on such notice from Lender and shall hold Tenant harmless for performance thereunder. Such payment by Tenant will continue until the first to occur of the following: (a) the Lease expires pursuant to its terms and no further amounts are payable by Tenant thereunder; (b) Lender gives Tenant written notice that the rents and other payments are to be paid to Landlord; or (c) Lender gives Tenant written notice that a purchaser has succeeded to the interests of Landlord and Lender under the Lease, after which time the rent and all other sums due under the Lease will be paid as directed by such purchaser. Payment of rents to Lender as provided for hereunder shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities of Landlord under the Lease or, (ii) relieve Landlord of any obligations under the Lease.

5. Use of Insurance or Condemnation Proceeds. Lender hereby covenants and agrees that any and all insurance proceeds payable under those policies of insurance maintained pursuant to the Lease and arising by reason of destruction or damage of the Premises, or any condemnation award acquired by Lender as a result of the condemnation of all or any part of the Premises, shall be used for restoration and repair to the extent required by the Lease, and shall otherwise be used and applied in accordance with and subject to the terms and conditions of the Lease.

6. Notices. Tenant agrees to give written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified in writing) of any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease. Lender shall have the option, in Lender's sole discretion, to elect to cure any such default for or on behalf of Landlord, and Tenant shall permit Lender or its designees to cure such default within the greater of (a) such time as Landlord is permitted to cure under the Lease, or (b) thirty (30) days from Lender's receipt of such notice. No termination of the Lease by Tenant related to any default of Landlord shall be effective so long as Lender elects to cure such default within such time period and thereafter diligently pursues such cure to completion.



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Notices hereunder shall be delivered to the parties at the addresses set forth above, or to such other address as may be designated by written notice from time to time.

7. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

9. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Purchaser, Landlord and Tenant, and upon such parties.

10. Miscellaneous. Notwithstanding anything contained herein to the contrary, this Agreement is conditioned and contingent upon Tenant's receipt of a fully executed original of this Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, the Landlord, Tenant and Lender have executed this Agreement as of the date first written above.

"LANDLORD"

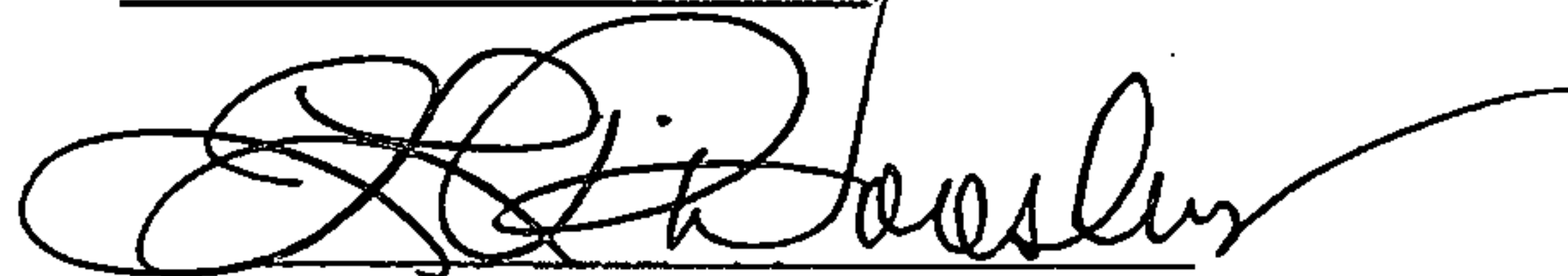
HIGHWAY 11/31, LLC,
a Delaware limited liability company

By: 
Name: William Leitner
Title: manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Frances Leanne Price-Woosley, a notary public in and for said County in said State, hereby certify that whose name as William Leitner of Highway 11/31, LLC, a Delaware limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he / she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

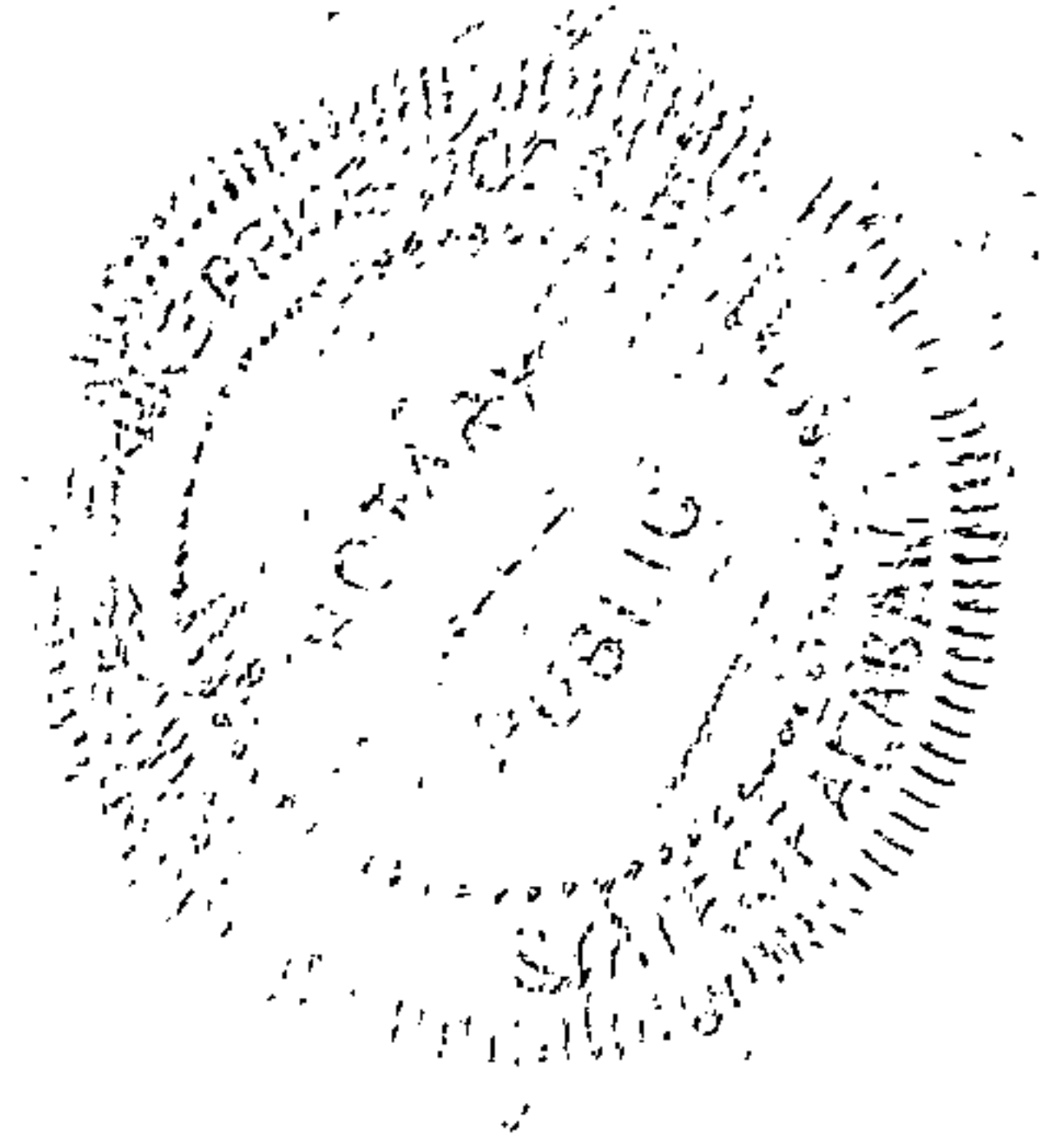
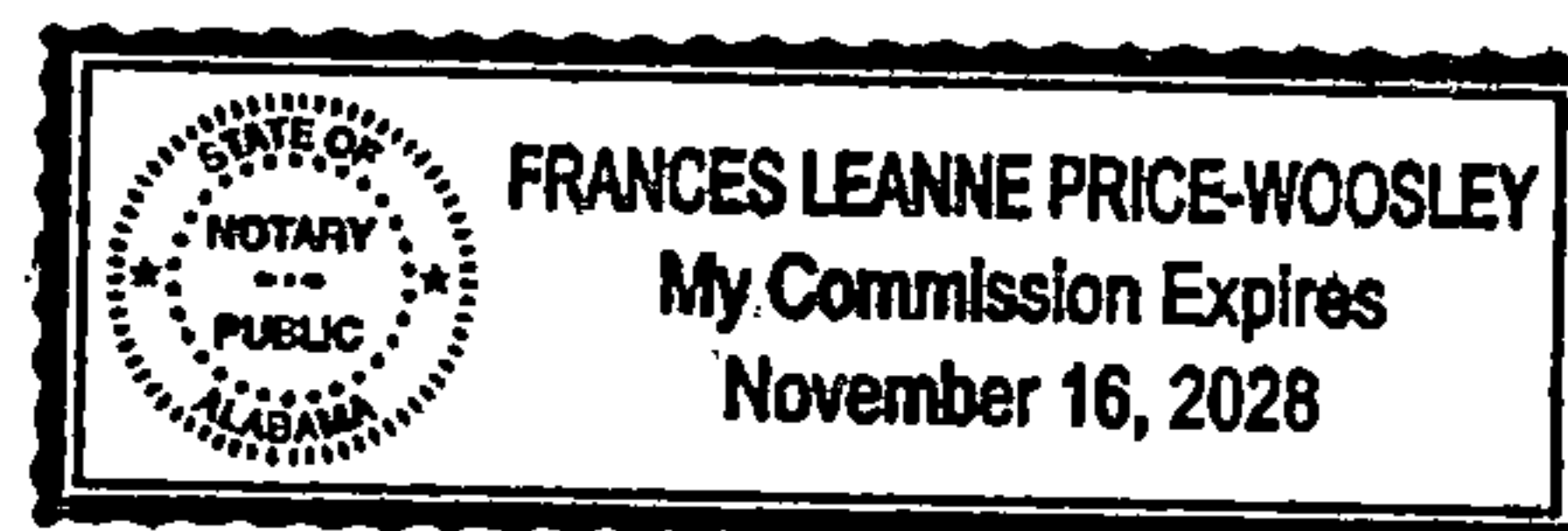
Given under my hand this the _____ day of _____, 2025



Notary Public

My Commission Expires: 11/16/2028

[SIGNATURES CONTINUED ON NEXT PAGE]

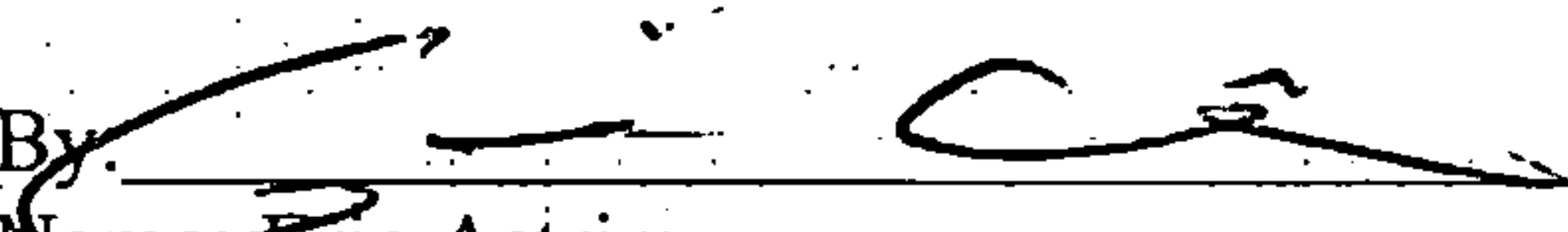




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"TENANT"

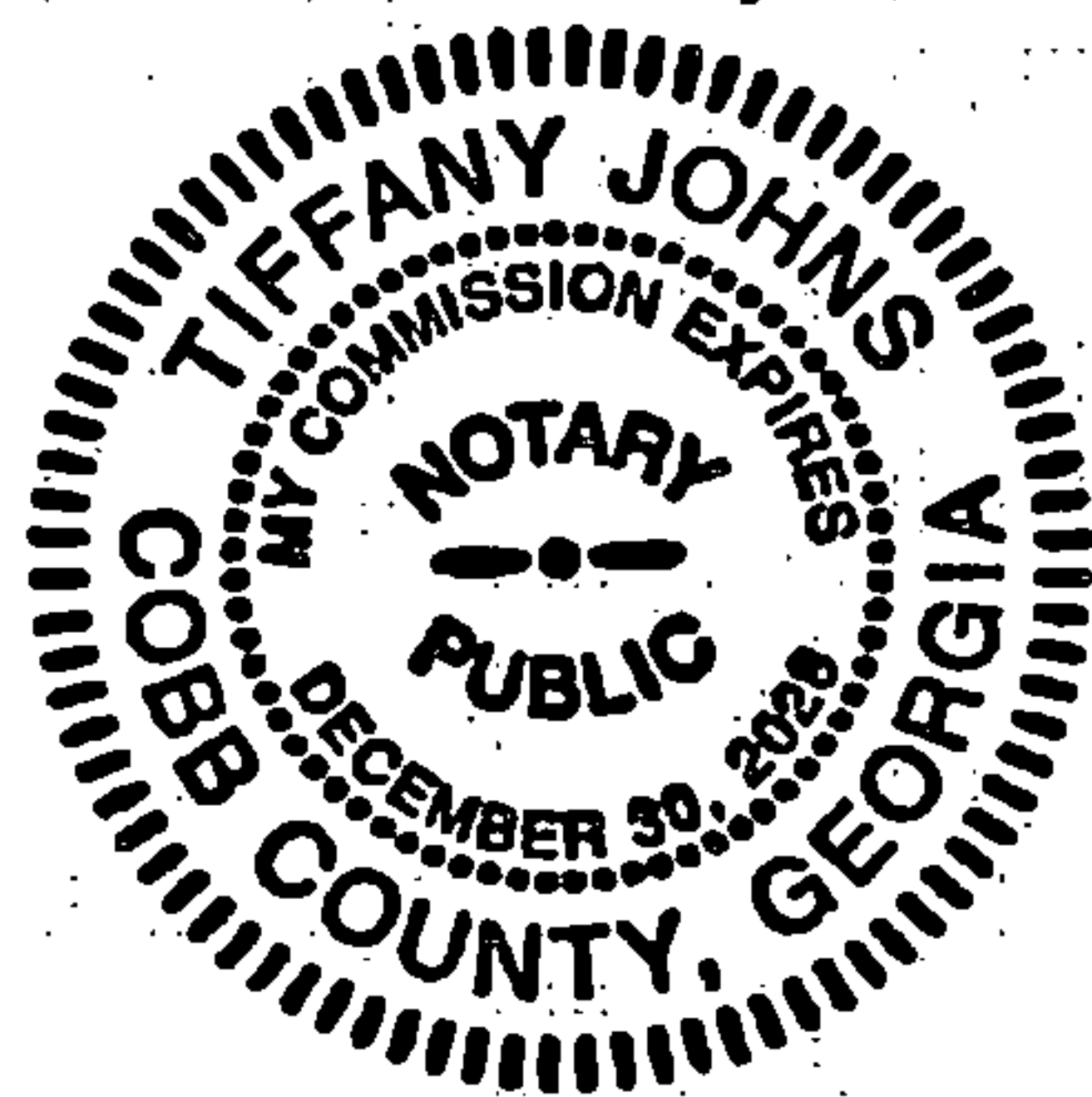
RTM ALABAMA, LLC,
an Alabama limited liability company

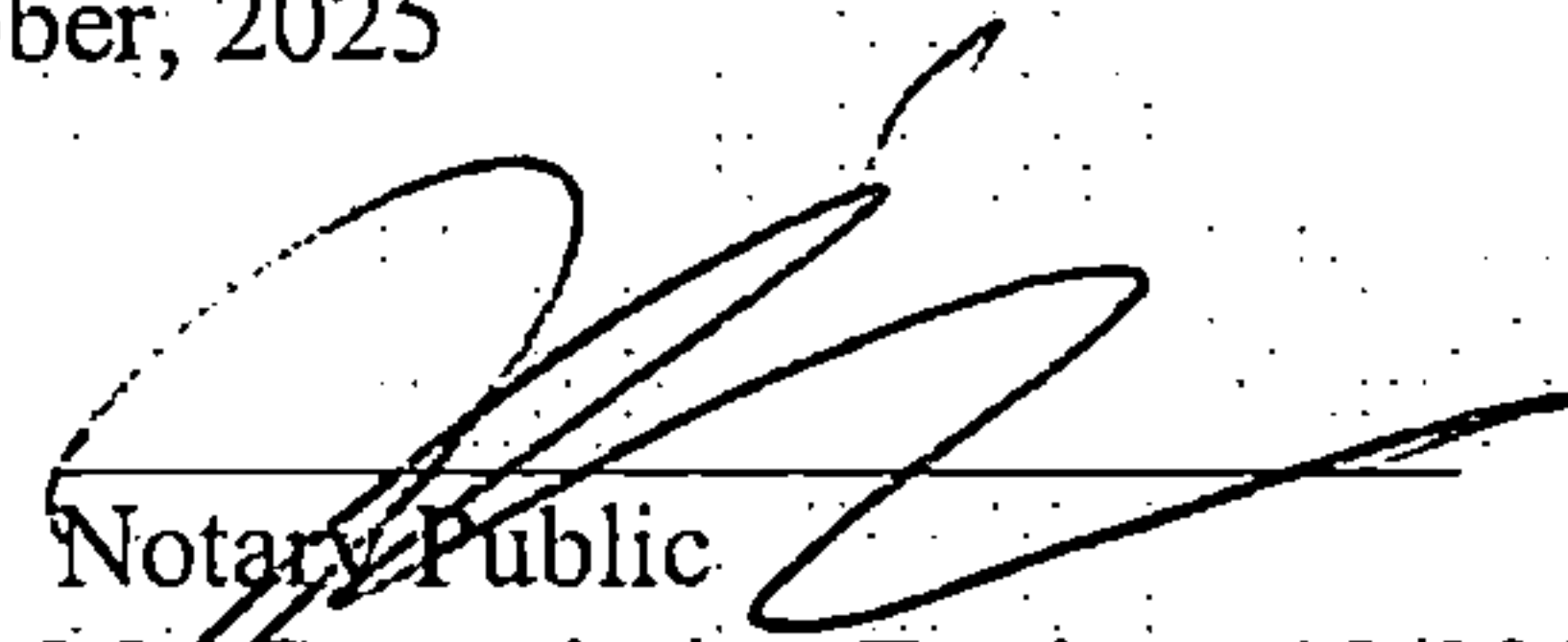
By: 
Name: Eric Astrin
Title: Vice President – Real Estate Counsel

STATE OF GEORGIA
COUNTY OF COBB

I, Tiffany Johns, a notary public in and for said County in said State, hereby certify that whose name as Eric Astrin, Vice President – Real Estate Counsel of RTM Alabama, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 14th day of October, 2025




Notary Public
My Commission Expires: 12/30/2028

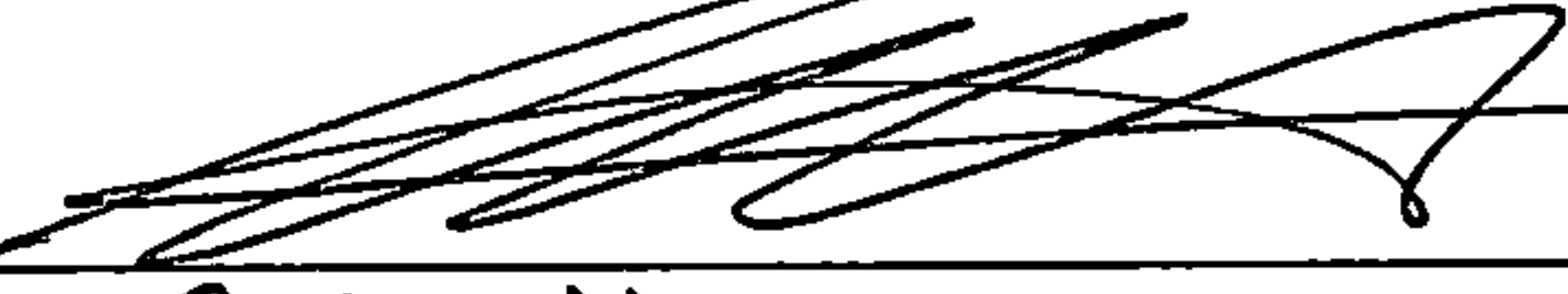
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"LENDER"

PROTECTIVE LIFE INSURANCE COMPANY,
a Nebraska corporation

By: 

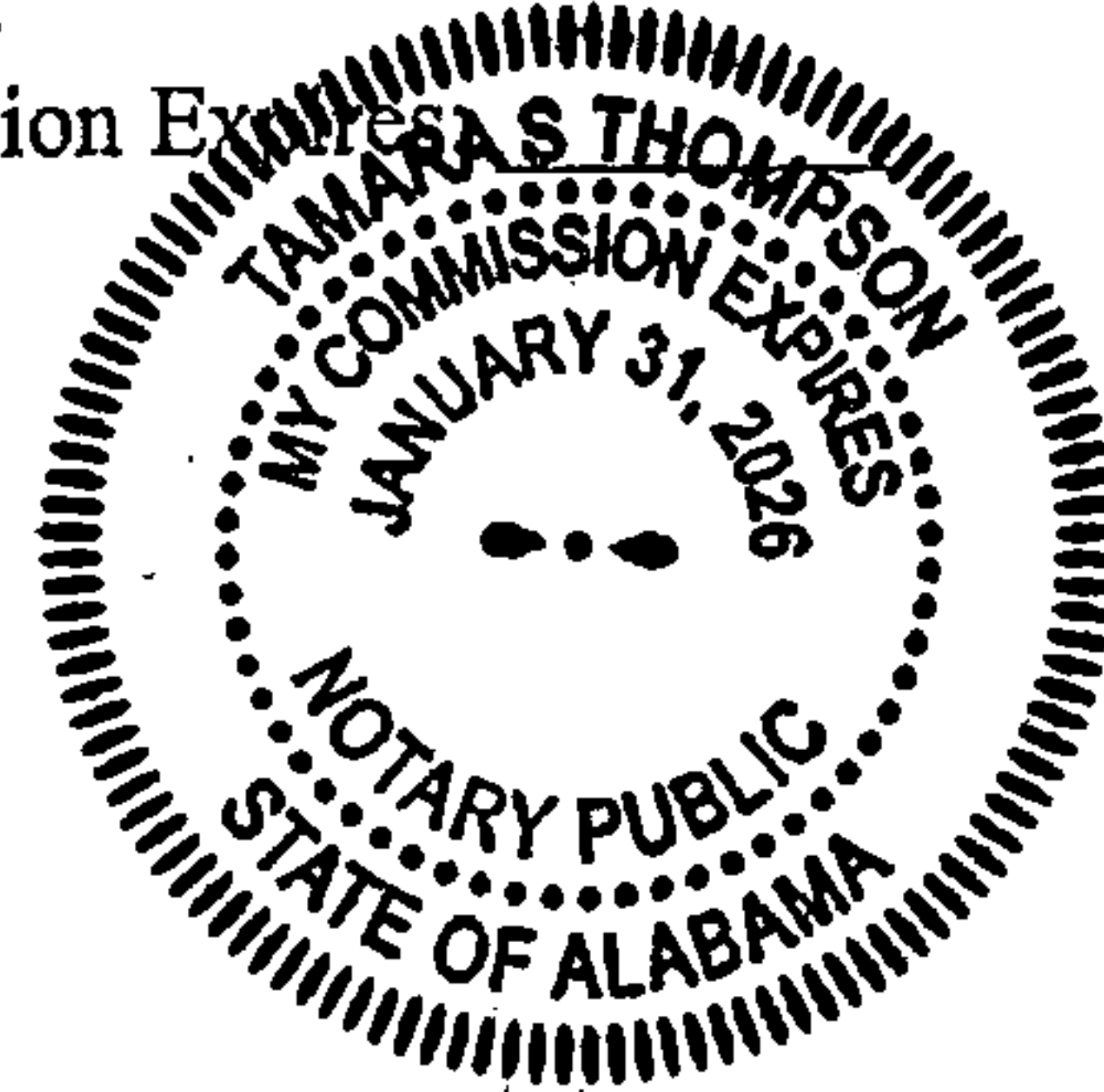
Name: Colin House
Title: Senior Director Legal

STATE OF Alabama
COUNTY OF Jefferson

I, Tamara S. Thompson, a notary public in and for said County in said State, hereby certify that whose name as Colin House Sr. Director of Protective Life Insurance Company, a Nebraska corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he / she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 14 day of October, 2025

Tamara S. Thompson
Notary Public
My Commission Expires





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EXHIBIT A

OUTPARCEL 6 LEGAL DESCRIPTION

A parcel of land situated in the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of North 24 degrees 09 minutes 33 seconds West for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to a point on a spiral curve; thence run North 19 degrees 05 minutes 03 seconds West for a chord distance of 182.06 feet to a point on a spiral curve; thence run North 18 degrees 10 minutes 10 seconds West for a chord distance of 53.16 feet; thence leaving said spiral curve, run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 197.87 feet; thence run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 92.77 feet; thence run North 20 degrees 39 minutes 53 seconds West along said right of way for a distance of 127.40 feet; thence run along last described course along said right of way for a distance of 100.00 feet; thence run North 20 degrees 39 minutes 53 seconds West along said right of way for a distance of 90.21 feet; thence run South 64 degrees 12 minutes 56 seconds West along said right of way for a distance of 28.61 feet to the point of commencement of a curve to the left, said curve having a radius of 2162.01 feet, a central angle of 05 degrees 46 minutes 58 seconds, a chord bearing of North 26 degrees 36 minutes 05 seconds West for a chord distance of 218.11 feet; thence run along arc of said curve and along said right of way for a distance of 218.21 feet to the POINT OF BEGINNING; thence leaving said right of way, thence run South 66 degrees 31 minutes 55 seconds West for a distance of 187.02 feet; thence run North 23 degrees 28 minutes 05 seconds West for a distance of 154.86 feet; thence run North 66 degrees 31 minutes 55 seconds East for a distance of 164.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 04 degrees 09 minutes 00 seconds, a chord bearing of South 31 degrees 34 minutes 04 seconds East for a chord distance of 156.56 feet; thence run along arc of said curve and along said right of way for a distance of 156.60 feet to the POINT OF BEGINNING. Said parcel contains 27,419 square feet or 0.63 acres more or less.