

Prepared by:

Gary Bryant
Crowe & Dunlevy
Braniff Building
324 N. Robinson Ave., Ste. 100
Oklahoma City, OK 73102

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made and dated as of October 31st, 2025 by and between Bank of America, National Association, a national banking association (hereinafter referred to as "Tenant"), First Fidelity Bank, an Oklahoma banking corporation (hereinafter referred to as "Mortgagee"), and TOSCO/SAV, LLC (hereinafter referred to as "Landlord").

Instrument number:

WHEREAS, Mortgagee is the owner and holder of a promissory note dated October 31, 2025 made by Landlord payable to the order of Mortgagee (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Note"), secured, without limitation, by a Deed of Trust (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Deed of Trust") recorded in instrument number 20251110000345870 of the Real Property Records of Shelby County, Alabama, covering the land (the "Land") described in Exhibit "A" which is attached hereto and incorporated herein by reference, and the improvements thereon (such Land and improvements being herein together called the "Property," and the Deed of Trust, and any other liens held by Mortgagee against the Property to secure the Note, being herein together called the "Mortgage"); and

WHEREAS, Tenant, as tenant, has executed a lease dated on or about July 10, 2023 (as amended, the "Lease") with Landlord covering the portion of the Property described in the Lease (herein called the "Premises"), located at 4701 US Highway 280, Birmingham, Alabama (AL5-102).

WHEREAS, the parties have agreed that the Lease shall be subordinate to the lien of the Mortgage under the conditions set forth in this Agreement.

THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Subject only to the rights of Tenant hereinafter set forth, the Lease and all rights of Tenant thereunder are subject and subordinate to the lien of the Mortgage and any renewals or extensions thereof. This provision is acknowledged by Tenant to be self-operative and no further instrument shall be required to effect this subordination of the Lease. However, nothing herein is intended or shall be construed to subject to the lien of the Mortgage any property owned by Tenant or removable from the Premises by Tenant under the terms of the Lease.

2. In the event of any foreclosure under the Mortgage, either by judicial proceeding or by power of sale, or if conveyance or transfer of the Property shall be made in lieu of foreclosure (any such foreclosure or conveyance or transfer in lieu of foreclosure being herein referred to as "**Enforcement**" and any party owning the Property or any interest therein as a result of Enforcement, and its successors and assigns, being herein called "**Owner**"), then the Lease shall not be terminated as a result of the Enforcement, whether by operation of law or otherwise. Notwithstanding the Enforcement, and the fact that the Lease is subordinate to the lien of the Mortgage, the Lease shall continue in full force and effect as a binding lease agreement between Owner and Tenant in accordance with its terms, the rights of Tenant under the Lease shall not be interfered with or disturbed by Owner, and Tenant shall retain all accrued rights, if any, to self-help, abatement of rent, and other remedies permitted under the express terms of the Lease. Nothing herein shall negate the right of Owner to exercise the rights and remedies of Landlord under the Lease, including, without limitation, the right to terminate the Lease because of an Event of Default by Tenant under the Lease, and as to any breach or failure by Tenant under the Lease existing at the time of Enforcement, the Enforcement shall not operate to waive or abate the running of any notice or cure period or any action initiated by Landlord under the Lease to terminate the Lease on account of an Event of Default by Tenant. Nothing in this Agreement shall obligate Tenant to pay rent or other charges to Mortgagee until Mortgagee has succeeded to the interest of Landlord under the Lease and Tenant has received written notice thereof from Mortgagee, together with satisfactory evidence demonstrating that Mortgagee or Owner has succeeded to Landlord's interest under the Lease and directing where rent should be mailed. The term "**Event of Default**" as used herein means a breach or failure to perform by Tenant under the Lease which continues beyond the applicable cure or grace period, if any, provided in the Lease.

3. Tenant agrees that in the event of Enforcement, Tenant will attorn to Owner upon and subject to the terms and conditions of the Lease, including payment to Owner of all rentals and charges thereafter becoming due under the Lease, all without change in the terms or provisions of the Lease. Tenant agrees that Owner shall not be bound by (a) any payment of rent or additional rent made more than thirty (30) days in advance of the due date thereof, except advance rental payments expressly provided for in the Lease, or (b) any payment of rent made to Landlord thirty (30) days or more after the date on which Owner notifies Tenant in writing of its ownership of the Property as successor in interest to Landlord. Upon request by Tenant, Owner and Tenant shall execute and deliver an instrument or instruments confirming the non-disturbance and attornment herein provided for.

4. Tenant acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Mortgagee.

5. Mortgagee may elect at any time to cause the Mortgage to be subordinate and junior to the Lease by filing an instrument in the real property records of the county in which the Property is located specifying that election and concurrently providing Tenant with written notice of that election.

6. All notices required or which any party desires to give hereunder shall be in writing and shall be addressed or delivered to the respective addresses set forth at the end of this Agreement, or to such other address as may have been previously designated by the intended recipient by notice given in accordance with this Section. If sent by prepaid, registered or certified mail (return receipt requested), the notice shall be deemed effective when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified; and if transmitted by personal delivery or via nationally recognized overnight mail courier service, the notice shall be effective on the earlier of (a) the date of receipt, or (b) if receipt is refused or cannot be completed due to a change of address of which the recipient has not notified the party delivery such notice, the date on which delivery is initially attempted. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt.

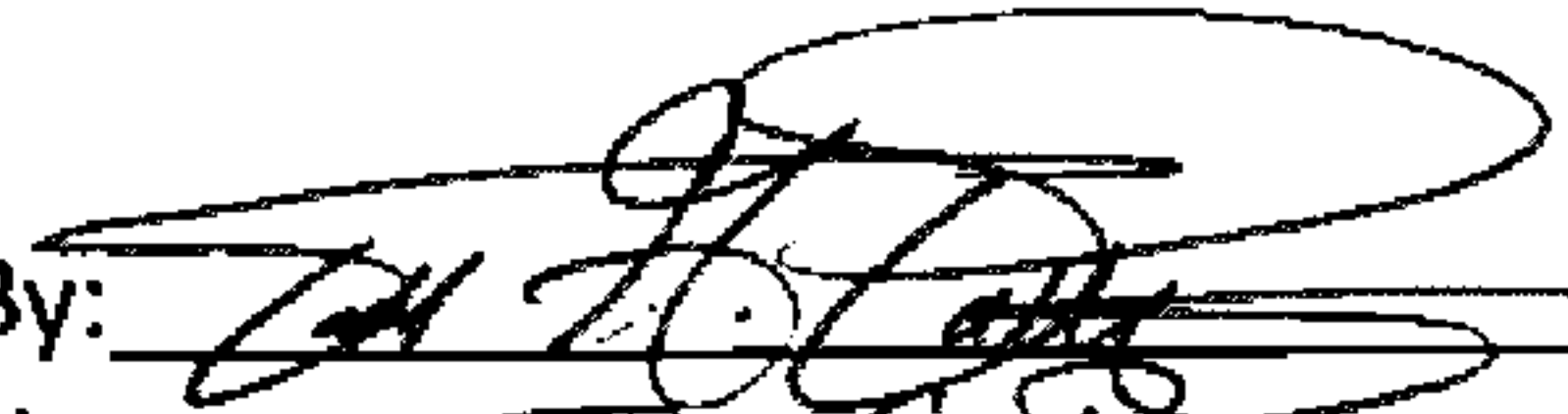
7. This Agreement shall inure to the benefit of and shall be binding upon Mortgagee, Landlord, and Tenant and their respective successors and assigns, and any Owner and its heirs, personal representatives, successors and assigns. This Agreement and its validity, enforcement and interpretation, shall be governed by the laws of the State of Alabama and applicable United States federal law. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

8. This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Further, unless Mortgagee requires that the Agreement be recorded, the execution and delivery of the Agreement by portable document format ("PDF") copy or other electronic copy bearing the signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF or other electronic copies shall constitute enforceable original documents.

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

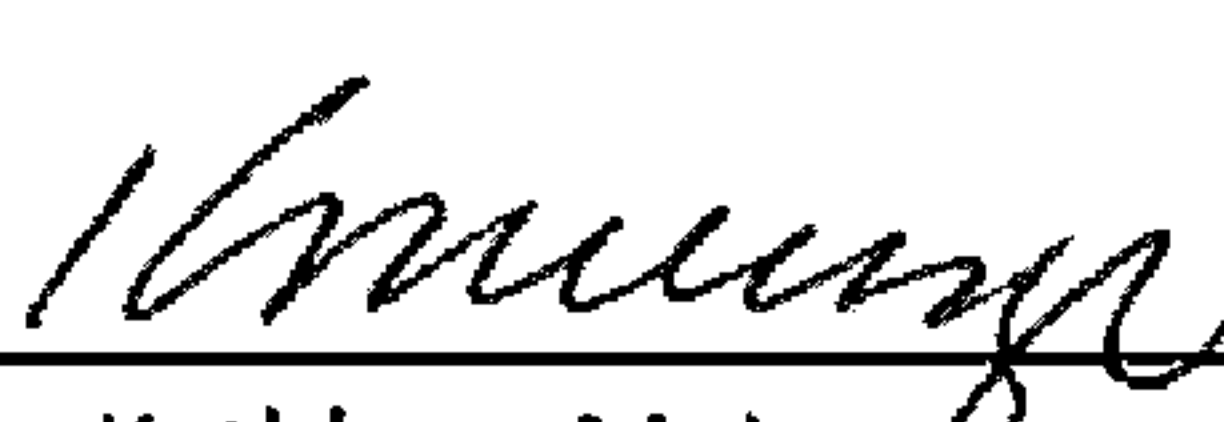
MORTGAGEE:

First Fidelity Bank

By: 
Name: TODD G. PATTERSON
Title: EXECUTIVE VICE PRESIDENT

TENANT:

Bank of America, National Association


Name: Kathleen M. Luongo
Title: Vice President

(AL5-102) Task ID 663985

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protects your privacy, including California specific
rights that may apply, please visit
www.bankofamerica.com/privacy.

LANDLORD:

TOSCO/SAV, LLC

By: _____
Name: _____
Title: _____

Address of Mortgagee:

5100 N. Classen Blvd
Suite 650
Oklahoma City, OK 73118
Attention: Todd G. Patterson, EVP

Address of Tenant:

NC1-007-25-50
100 N. Tryon Street
Charlotte, North Carolina 28255
Attention: (AL5-102)

Address of Landlord:

400 Mall Blvd.
Suite M
Savannah, GA 31406
Attention: David Garfunkel

MORTGAGEE:

First Fidelity Bank

By: _____

Name: _____

Title: _____

TENANT:

Bank of America, National Association



Name: Kathleen M. Luongo

Title: Vice President

(AL5-102) Task ID 663985

For information about how Bank of America
protects your privacy, including California specific
rights that may apply, please visit
www.bankofamerica.com/privacy.

LANDLORD:

TOSCO/SAV, LLC

By: _____

Name: _____

Title: _____

Address of Mortgagee:

5100 N. Classen Blvd
Suite 650
Oklahoma City, OK 73118
Attention: Todd G. Patterson, EVP

Address of Tenant:

NC1-007-25-50
100 N. Tryon Street
Charlotte, North Carolina 28255
Attention: (AL5-102)

Address of Landlord:

400 Mall Blvd.
Suite M
Savannah, GA 31406
Attention: David Garfunkel


MORTGAGEE:

First Fidelity Bank

By: _____
Name: _____
Title: _____

TENANT:

Bank of America, National Association



Name: Kathleen M. Luongo
Title: Vice President

(AL5-102) Task ID 663985

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protects your privacy, including California specific
rights that may apply, please visit
www.bankofamerica.com/privacy.

LANDLORD:

TOSCO/SAV, LLC

By: 
Name: David Garfunkel
Title: Manager

Address of Mortgagee:

5100 N. Classen Blvd
Suite 650
Oklahoma City, OK 73118
Attention: Todd G. Patterson, EVP

Address of Tenant:

NC1-007-25-50
100 N. Tryon Street
Charlotte, North Carolina 28255
Attention: (AL5-102)

Address of Landlord:

400 Mall Blvd.
Suite M
Savannah, GA 31406
Attention: David Garfunkel

(Tenant)

THE COMMONWEALTH OF MASSACHUSETTS)(
)(
 COUNTY OF MIDDLESEX)(

This instrument was acknowledged before me on October 10, 2025 by Kathleen M. Luongo, Vice President of Bank of America, National Association, a national banking association, on behalf of said Tenant.

(SEAL)



[Signature]
 Notary Public, JOAN ARRIA
 My Commission Expires: 10/30/2026

(Mortgagee)

THE STATE OF Oklahoma)(
)(
 COUNTY OF Oklahoma)(

This instrument was acknowledged before me on October 14, 2025
 by Todd Patterson of First Fidelity Bank
 a EVP, on behalf of said Tenant.

(SEAL)



[Signature]
 Notary Public, State of Oklahoma
 My Commission Expires: August 7, 2029

(Landlord)

THE STATE OF _____)(
)(
 COUNTY OF _____)(

This instrument was acknowledged before me on _____
 by _____ of _____
 a _____, on behalf of said _____.

(SEAL)

Notary Public, State of _____
My Commission Expires: _____

Notary Public, State of _____
My Commission Expires: _____

EXHIBIT "A"**(Legal Description of Land)**

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

PARCEL I:

A part of the Southwest 1/4 of the Northeast 1/4; Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

From the Southeast corner of said Southwest 1/4 of the Northeast 1/4; thence West along the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4 959.23 feet, to point of beginning; thence right 90 degrees Northerly 95.0 feet; thence left 45 degrees Northwesterly 127.0 feet; thence right 43 degrees 30 minutes Northerly 75.00 feet to the Southeast right of way of a proposed road; thence left 126 degrees 38 minutes 19 seconds along said right of way Southwesterly 130.32 feet to point of a curve; thence continue along curve of said right of way having a curve radius of 377.81 feet an arc length 150.36 feet, a delta angle of 22 degrees 48 minutes 11 seconds a tangent of 76.19 feet, to the Northeast right of way of U.S. Highway No. 280; thence left 90 degrees to tangent of said curve Southeasterly along a chord of the Northeast right of way of said U.S. Highway 280, 235.0 feet; thence left 91 degrees 54 minutes 15 seconds from said chord Northeasterly 54.50 feet to the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4; thence right 62 degrees 50 minutes 45 seconds Easterly 60.90 feet along said Quarter Section to point of beginning.

ALSO KNOWN AS: Lot 1 according to the unrecorded map of Greenhill By The Lake as shown, on the Shelby County Tax Assessor's Records.

PARCEL II:

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of said Quarter-Quarter Section a distance of 1,020.17 feet; thence turn an angle to the left of 62 degrees 50 minutes 45 seconds and run Southwesterly for 54.50 feet' to a point on the Northeasterly right of way line of U.S. Highway 280. Said point being on a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 03 degrees 18 minutes 10 seconds; thence turn an angle to the right of 91 degrees 16 minutes 35 seconds to become tangent with said curve; thence run Northwesterly along the arc of said curve and said Northeasterly right of way line of U.S. Highway 280 for 325.08 feet to the point of beginning. Said point also being the intersection of the Northeasterly right of way line of U.S. Highway 280 and the Northerly right away line of Greenhill Parkway, as recorded in Real Book 066, Page 146, Shelby County, Alabama; said point is also the beginning of a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 00 degrees 45 minutes 06 seconds; thence run along the arc of said curve and along the Northeasterly right of way line of U.S. Highway 280 for 73.99 feet to a point, said point being the Southeast corner of property recorded in Real Book 051, Page 40, Shelby County, Alabama; thence turn an angle to the right of 106 degrees 02 minutes 17 seconds from the tangent of said curve and run Northeasterly for 456.71 feet to a point, said point being the Southeasterly corner of Lot 3, Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 90 degrees 08 minutes 24 seconds and run

Southeasterly for 104.88 feet to a point on the North right of way line of said Greenhill Parkway, said point being on a curve to the left, said curve having a radius of 670.14 feet and subtending a central angle of 11 degrees 13 minutes 50 seconds; thence turn an angle to the right of 104 degrees 25 minutes 36 seconds to become tangent to said curve; thence run along the arc of said curve and along said Greenhill Parkway right of way for 131.36 feet to the end of said curve; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from tangent of said curve and run Northwesterly for 15.00 along said Greenhill Parkway right of way to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run Southwesterly along the Northerly right of way line of said Greenhill Parkway for 179.92 feet to the beginning of a curve to the left, said curve having a radius of 422.57 feet and subtending a central angle of 17 degrees 23 minutes 48 seconds; thence run along the arc of said curve and the Northerly right of way line of said Greenhill Parkway for 128.30 feet to the point of beginning.

ALSO KNOWN AS: Part of Lot 3, according to the unrecorded map of Greenhill By The Lake, as shown on the Shelby County Tax Assessor's Records.

ALSO DESCRIBED AS:

PARCEL I:

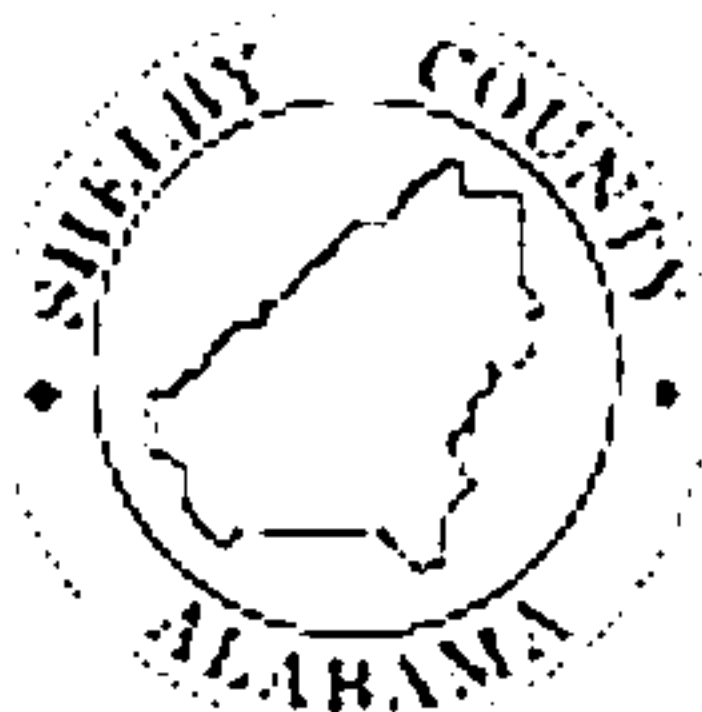
A parcel of land being situated in the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a point marking the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 36, thence run North 88 degrees 25 minutes 05 seconds West along the South line of said one-quarter section for a distance of 959.23 feet to a set capped rebar stamped (GSA); thence continue along the last describe course and along said South line for a distance of 60.90 feet to a point (unable to set); thence run South 28 degrees 50 minutes 45 seconds West for a distance of 54.71 feet to a found 1/2 inch rebar lying on the Northerly Right of Way of U.S. Highway 280 (Right of Way varies), said point lying on a curve to the right with a radius of 5639.58 feet, a central angle of 02 degrees 23 minutes 20 seconds, a cord bearing of North 58 degrees 50 minutes 30 seconds west and a chord distance of 235.13 feet; thence run along the arc of said curve and said Northerly Right of way for a distance of 235.15 feet to a found 1/2 inch rebar marking the intersection of the Northerly Right of Way of said U.S. Highway 280 and the Southeasterly Right of Way of Greenhill Parkway (Right of Way varies), said point lying on a curve to the right with a radius of 377.81 feet, a central angle of 22 degrees 27 minutes 01 seconds, a chord bearing of North 42 degrees 13 minutes 20 seconds East and a chord distance of 147.09 feet; thence leaving said Northerly Right of Way, run along the arc of said curve and said Southeasterly Right of Way for a distance of 148.04 feet to a set capped rebar stamped (GSA); thence run North 53 degrees 26 minutes 44 seconds East along said Right of Way for a distance of 130.32 feet to a set capped rebar stamped (GSA), said point lying on a curve to the right with a radius of 609.88 feet, a central angle of 00 degrees 12 minutes 38 seconds a chord bearing of North 53 degrees 27 minutes 02 seconds East and a chord distance of 2.24 feet; thence run along the arc of said curve and said Right of Way for a distance of 2.24 feet to a set cross; thence leaving said Southeasterly Right of Way, run South 00 degrees 16 minute 10 seconds East for a distance of 76.11 feet to a found capped rebar stamped (Sain); thence run South 42 degrees 51 minutes 52 seconds East for a distance of 126.59 feet to a found capped rebar stamped (Sain); thence run South 02 degrees 00 minutes 50 seconds West for a distance of 94.46 feet to the POINT OF BEGINNING. Said parcel contains 47,032 square feet or 1.08 acres more or less.

PARCEL II:

A parcel of land being situated in the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at a found 5/8 Inch capped rebar marking the Southwest corner of the Plat of Greenhill Parkway as recorded in Map Book 25, Page 144 in the Office of the Judge of Probate for Shelby County, Alabama, said point lying on the Northerly Right of Way of Greenhill Parkway (Right of Way varies), said point also lying on a curve to the left with a radius of 5639.58, a central angle of 00 degrees 45 minutes 05 seconds, a chord bearing of North 56 degrees 12 minutes 47 seconds West and a chord distance of 73.95 feet; thence leaving said Northerly Right of Way of Greenhill Parkway, run along the arc of said curve and said Northerly Right of Way of U.S. Highway 280 for a distance of 73.95 feet to a found capped rebar stamped (Sain); thence leaving said Northerly Right of Way, run North 50 degrees 07 minutes 06 seconds East for a distance of 456.49 feet to a found capped rebar stamped (WSE); thence run South 39 degrees 50 minutes 19 seconds East for a distance of 104.84 feet to a found capped rebar stamped (Paragon) lying on the Northerly Right of Way of afore mentioned Greenhill Parkway, said point lying on a curve to the right with a radius of 670.14 feet, a central angle of 09 degrees 16 minutes 32 seconds, a chord bearing of South 60 degrees 03 minutes 48 seconds West and a chord distance of 108.37 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 108.49 to a set capped rebar stamped (GSA); thence run South 62 degrees 33 minutes 10 seconds West along said Northerly Right of Way for a distance of 23.17 feet to a set capped rebar stamped (GSA); thence run North 36 degrees 32 minutes 02 seconds West along said Northerly Right of Way for a distance of 11.73 feet to a found 5/8 inch capped rebar; thence run South 53 degrees 26 minutes 36 seconds West along said Northerly Right of Way for a distance of 72.61 feet to a found pk nail, said point lying on a curve to the left with a radius of 331.75 feet, a central angle of 33 degrees 06 minutes 27 seconds, a chord bearing of South 51 degrees 02 minutes 06 seconds West and a chord distance of 189.04 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 191.70 feet to a set nail, said point lying on a curve to the right with a radius of 422.57 feet, a central angle of 06 degrees 16 minutes 34 seconds, a chord bearing of South 39 degrees 10 minutes 39 seconds West and a chord distance of 46.21 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 46.29 feet to the POINT OF BEGINNING. Said parcel contains 30,807 square feet or 0.71 acres more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/12/2025 11:16:45 AM
 \$55.00 BRITTANI
 20251112000347030

Allen S. Bayl