

AFTER RECORDING MAIL TO:

Name Republic Title of Texas
Address 2626 Howell St.
City/State Dallas, TX 75204

Document Title(s):

1. Subordination, Non-Disturbance and Attornment Agreement

Reference Number(s) of Documents Assigned or released:

2019 1004 0089, unrecorded lease dated

Grantor(s):

The Huntington National Bank

June 7, 2019

[☐] Additional information on page of document

Grantee(s):

1. 7-Eleven, Inc.
2. VWA – Mount Vernon LLC

[☐] Additional information on page document

Abbreviated Legal Description:

Lot 4 of BLA recorded as AFN 2090040056 being a portion of the W ½ of the SW ¼ of Sec 20
Twp N, R 4 E, WM

Tax Parcel Number(s):

Parcel No. P134972 (8100-000-004-0000)

[☒] Complete legal description is on page 11 of document

MAIL RECORDED ORIGINAL TO:
Legal Department (Loc. # 41102)
7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), made by and among 7-ELEVEN, INC., a Texas corporation ("Tenant"), with principal offices at 3200 Hackberry Road, Irving, Texas 75063, THE HUNTINGTON NATIONAL BANK a national banking association ("Lender"), whose address is 200 Public Square (CM17), Cleveland, Ohio 44114, and VWA-MOUNT VERNON, LLC, an Ohio limited liability company ("Borrower"), whose address is 30050 Chagrin Boulevard, Suite 360, Pepper Pike, Ohio 44124.

RECITALS:

WHEREAS, Lender has made a loan to Borrower in the amount of Five Million Four Hundred Twenty-Three Thousand Dollars, as evidenced by a certain promissory note dated Oct. 3, 2019 (the "Promissory Note").

WHEREAS, Borrower, as security for the Promissory Note, has executed and delivered to Lender a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated Oct. 3, 2019, and filed of record by the County Clerk of Skagit County, State of Washington, on Oct. 4, 2019, as Document No. 201910040089 in Official Records (the "Security Instrument"), which Security Instrument constitutes a first and prior lien against certain real property including the property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

AO Form 4.01

Loc. No. _____

Error! Unknown document property name. Error! Unknown document property name.

WHEREAS, pursuant to that certain Ground Lease dated June 7, 2019 ("Lease"), Borrower has leased the building and improvements located on the Premises (the "Leased Premises") to Tenant;

WHEREAS, Tenant desires to subordinate its leasehold interest to the Security Instrument and to be assured of continued occupancy of the Leased Premises subject to the lien of the Security Instrument; and

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed peaceful possession of the Leased Premises, regardless of any action taken by Lender under the Security Instrument.

NOW THEREFORE, the parties hereby agree as follows:

1. Subordination. Subject to the provisions of Paragraphs 2 and 3 below, the Lease and the rights of Tenant in, to and under the Lease and the Leased Premises are hereby subjected and subordinated to the lien of the Security Instrument and to any and all renewals, modifications and extensions thereof.

2. Non-Disturbance. So long as the Lease is then in full force and effect and Tenant is not in material default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or other amounts owed pursuant to the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, then Lender, any successor or assign of Lender, or any owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure (collectively, the "Lender Entities") acknowledge and agree that: (i) Tenant's possession of the Leased Premises, or any extension or renewal rights therefor in the Lease, shall not be diminished or interfered with by the Lender Entities, (ii) the Lease shall not be terminated and all of Tenant's rights and privileges under the Lease shall be recognized by the Lender Entities, and (iii) the Lender Entities will not join Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless such joinder is necessary to foreclose the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. If (i) Lender or its successors and assigns shall become the owner of the Premises, (ii) the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or (iii) the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to the owner of the Premises, 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 or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease, upon which notice Tenant shall be entitled to rely.

4. Notice to Cure Defaults. Tenant agrees to provide Lender a copy of any notice of default served upon Borrower which with the passage of time or otherwise would entitle Tenant to cancel the Lease or abate the rent under the Lease. Tenant further agrees that if Borrower shall have

failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days after its receipt of notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued, provided, that, such additional period of time shall not exceed ninety (90) additional days.

5. Limitation of Liability. In the event that Lender succeeds to the interest of Borrower under the Lease, then Lender and any successor to Lender's interest in the Lease shall assume and be bound by the obligations of Borrower under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Leased Premises, but Lender shall not be:

(i) bound by any rent or additional rent which Tenant has paid more than one (1) month in advance to any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease;

(ii) liable for any act or omission of any prior landlord (including, without limitation, Borrower), except (a) for any tenant improvement allowance owed to Tenant under the Lease that has not been previously remitted to Tenant; or (b) to the extent the default is non-monetary, relates to the repair or maintenance of the Premises, and continues to accrue after attornment, in which event, the successor landlord shall be bound to cure same within the time provided for in the Lease, which time shall be calculated from the date of attornment;

(iii) liable for the retention, application or return of any security deposit to the extent not paid over to Lender;

(iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease;

(v) bound by any amendment or modification of the Lease made without Lender's written consent, such consent not to be unreasonably withheld or delayed, that: (a) reduces rent or additional rent payments to the landlord under the Lease, (b) shortens the term of the Lease, (c) cancels the term of, or surrenders, the Lease, (d) assigns or sublets all or any part of the Premises, unless Tenant is entitled to make such assignment or sublease without the consent of the Landlord under the express provisions of the Lease, or (e) imposes any additional material obligations upon the landlord under the Lease. All other amendments or modifications of the Lease that do not relate to the provisions set forth herein shall not require Lender approval; or

(vi) liable for any payment to Tenant of any sums, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof, provided that nothing contained herein shall affect the right of Tenant to offset against rent any sums which, pursuant to Section 4(g) of the Lease, Tenant is permitted to offset as a right of Landlord's failure to pay the Allowance (or any portion thereof) to Tenant as required under Section 4(g) of the Lease.

AO Form 4.01

Loc. No.

Error! Unknown document property name.Error! Unknown document property name.

Notwithstanding the foregoing, nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord (including, without limitation, Borrower). Tenant shall look solely to the Property for recovery of any judgment or damages from Lender or any purchaser at a foreclosure sale under the Security Instrument. any transferee who acquires the Property by deed-in-lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, Lender and each such other party is called a "New Landlord"). and neither Lender, such other New Landlord, any partner, officer, director, shareholder or agent of them nor any successor or assign or any of the foregoing shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Lender or such other New Landlord provided by law or by any other contract, agreement or instrument.

6. Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (collectively, the "Assignment"). Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument, if Lender, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease. Tenant agrees that it shall pay rent and all other sums due under the Lease directly to Lender without notice to or the consent of Borrower and without any obligation on the part of Tenant to determine whether or not the demand is proper. Borrower agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Borrower as if such notice were given at the direction of Borrower.

7. Further Subordination. Tenant, for itself and its successors and assigns, agrees that without the prior written consent of Lender, Tenant will not: (a) enter into any subordination agreement with any person other than Lender; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Security Instrument or any transferee who acquires the Property by deed-in-lieu of foreclosure or otherwise under any lien other than that of the Security Instrument (provided, however, that this provision shall not be deemed to constitute Lender's consent to the placing of any lien other than the Security Instrument on the Property).

8. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim and shall not have or assert any right, title or interest in and to any leasehold improvements and/or business fixtures installed upon the Leased Premises by Tenant pursuant to the terms of the Lease.

9. Notices. Any notice required to be sent hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States first-class mail, certified, postage prepaid, return receipt requested, to the following address:

AO Form 4.01

Loc. No.

Error! Unknown document property name.Error! Unknown document property name.

If to Lender:

The Huntington National Bank
 200 Public Square (CM17
 Cleveland, Ohio 44114
 Attn: _____

With a copy to:

Porter Wright Morris & Arthur LLP
 950 Main Avenue, Suite 500
 Cleveland, OH 44113
 Attn: Christopher J. Diehl, Esq.

If to Borrower:

VWA-Mount Vernon, LLC
 30050 Chagrin Blvd., #360
 Pepper Pike, Ohio 44124
 Attn: Dominic A. Visconsi, Jr.
 Alan D. Prince

With a copy to:

Taft Stettinius & Hollister LLP
 200 Public Square, Suite 3500
 Cleveland, Ohio 44114
 Attn: William M. Phillips, Esq.

If to Tenant:

7-Eleven, Inc.
 Attention: Corporate Real Estate
 P.O. Box 711
 Dallas, Texas 75221-0711

Any notice, request, demand or other communication delivery or sent in the manner aforesaid shall be deemed delivered on the earlier to occur of (i) receipt, or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the addresses set forth above. Any of the above persons or entities may change such person's or entity's address by notifying the other persons and entities of the new address in any manner permitted by this paragraph.

10. Joinder of Borrower. Borrower hereby agrees to the subordination and attornment effected hereunder upon the terms herein stated.

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

12. Counterparts. This Agreement may be executed in any number of Counterparts, all of which taken together shall constitute one and the same instrument, and any person intended to be a signatory hereto may execute this Agreement by signing any such Counterpart.

13. Governing Law. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

AO Form 4.01

Loc. No. _____

Error! Unknown document property name. Error! Unknown document property name.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in their respective acknowledgments.

*[Remainder of Page Intentionally Left Blank.
Signatures with Acknowledgments to follow.]*

AO Form 4.01

Loc. No. — —

Error! Unknown document property name.Error! Unknown document property name.

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF LENDER TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

WITNESS the following signatures and seals.

"LENDER"

THE HUNTINGTON NATIONAL BANK,
a national banking association

By: Julie L. Felske
Name: Julie L. Felske
Title: Assistant Vice President

ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF FRANKLIN

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Julie L. Felske a or the Assistant Vice President of The Huntington National Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said entity and that he or she executed the same as the act of such entity for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of October, 2019.



JAMES MOORE
Notary Public, State of Ohio
My Comm. Expires 12/10/2021
Recorded in Licking County

James Moore
(Notary signature)
James Moore
(typed or printed name)

My commission expires: 12/10/2021

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF TENANT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

AO Form 4.01

Loc. No. _____

Error! Unknown document property name. Error! Unknown document property name.

WITNESS the following signatures and seals.

Attest:

"TENANT"

Name: Keneisha Miller

7-ELEVEN, INC., a Texas corporation

Title: Assistant Secretary

By: [Signature]

Name: Ian C. Williams

Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this 17th day, personally appeared Ian Williams and Keneisha Miller, a(n) Vice President and an Assistant Secretary, respectively, of 7-ELEVEN, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of October, 2019.



Tiawana Hall
(Notary signature)
Tiawana Hall
(typed or printed name)

My commission expires: 12-5-2020

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF BORROWER TO SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

WITNESS the following signatures and seals.

"BORROWER"

VWA-MOUNT VERNON, LLC

By: Dominic A. Viscusi Jr.
Name: Dominic A. Viscusi Jr.
Title: Manager

ACKNOWLEDGEMENT

STATE OF OHIO §
§
COUNTY OF CUYAHOGA §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Dominic A. Viscusi Jr., a Manager of **VWA-Mount Vernon, LLC**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said entity and that he executed the same as the act of such entity for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of October, 2019.

Theresa M. Bales

(Notary signature)

(seal)



THERESA M. BALES

NOTARY PUBLIC

STATE OF OHIO

Recorded in

Geauga County

My Comm. Exp. 9/21/2020

(typed or printed name)

9/21/2020

EXHIBIT A

Legal Description

LOT 4 OF ALFCO BOUNDARY LINE ADJUSTMENT SURVEY KNOWN AS MOUNT
VERNON BOUNDARY LINE ADJUSTMENT N. ENGR 19-0308 RECORD AS
SKAGIT COUNTY AUDITOR'S FILE NO. 201910040056 BEING A PORTION OF
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 34
NORTH, RANGE 4 EAST, W.M.