

WHEN RECORDED RETURN TO:

GMRI, Inc.
c/o Darden Restaurants, Inc.
Attn: Property Law Administration Dept
1000 Darden Center Drive
Orlando, FL 32837

DOCUMENTS TITLE(S):	Insured by LTE 60033424-356 STG 26000200045
Subordination, Non-Disturbance and Attornment Agreement	
REFERENCE NUMBER(S) OF DOCUMENTS:	
Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement 202604290263 , Lease 200601300263	
GRANTOR(S):	
GMRI, Inc., a Florida corporation	
GRANTEE(S):	
SHI Owner, LLC, a Delaware limited liability company	
ABBREVIATED LEGAL DESCRIPTION:	
PTN Lots 2 - 9, inclusive, and Lots 13 and 14, inclusive, BSP Burl-01-04, AFN 200606270207; ptn of GL 8 and SE-NE,	
TAX PARCEL NUMBER(S):	
8064-000-002-0000/P121437 & 8064-000-003-0000/P121438 & 8064-000-004-0000/P121439 & 8064-000-005-0000/P121440 & 8064-000-006-0000/P121441 & 8064-000-007-0000/P121442 & 8064- 000-008-0000/P121443 & 8064-000-009-0000/P121444 & 8064-000-013-0000/P121448 & 8064-000- 014-0000/P121449	

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between GMRI, INC., a Florida corporation whose address is 1000 Darden Center Drive, Orlando, Florida 32837 (“**Tenant**”), RREF V – D DIRECT LENDING INVESTMENTS, LLC, a Delaware limited liability company, whose address is c/o Rialto Capital Management, LLC, 767 Fifth Avenue, Suite 21A, New York, NY 10153 (“**Mortgagee**”), and, SHI OWNER, LLC a Delaware limited liability company, whose address is 6310 San Vicente Blvd., Suite 250 Los Angeles, CA 90048 (“**Landlord**”).

R E C I T A L S :

WHEREAS, Landlord and Tenant, as successor-in-interest to Stratford Hall, Inc., as successor-in-interest to Newman Development Group of Burlington LLC are parties to that certain “Net Lease Agreement” dated as of November 14, 2025, as subsequently amended by that certain Letter Agreement dated August 4, 2009, as amended by that certain Tenant Lease Renewal Notice dated December 9, 2015, as amended by that certain Tenant Lease Renewal Notice dated January 15, 2021, and as further amended by that certain First Amendment to Net Ground Lease dated October 23, 2025 (the “**Lease**”), for certain premises located in the City of Burlington, County of Skagit, and State of Washington, on the land more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Premises**”);

WHEREAS, Mortgagee may become a holder of a lien and encumbrance on the Premises as security for the obligation of Landlord pursuant to certain documents to be recorded in the official public records of Skagit County, Washington (the “**Mortgage**”); and

WHEREAS, the parties desire to acknowledge Tenant’s leasehold interest in and to the Premises and its rights under the Lease, so long as Tenant is not in default under the Lease.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Tenant, Mortgagee and Landlord agree as follows:

1. **Non-Disturbance and Subordination.** Mortgagee recognizes and agrees to honor all of Tenant’s rights under the Lease and all of Landlord’s obligations under the Lease, including, without limitation, the use and distribution of insurance and condemnation proceeds and Tenant’s ownership of and removal rights with respect to its personal property at the Premises. So long as Tenant is not in default past the applicable notice and cure period in the performance of any of the provisions of the Lease, Tenant’s possession of the Premises and Tenant’s rights and privileges under the Lease, including any renewal options, shall not be disturbed, diminished or interfered with by Mortgagee, Mortgagee shall continue to honor Landlord’s obligations under the Lease and Tenant shall not be made a party defendant to any foreclosure proceeding. Subject to the terms of this Agreement, Tenant hereby subordinates its right, title and interest in the Lease to the lien of the Mortgage, including all renewals, modifications, consolidations and extensions thereof.

2. **Attornment.** In the event Mortgagee succeeds to Landlord’s interest under the Lease through foreclosure of the Mortgage, a deed in lieu of foreclosure or other means, Tenant shall be bound to Mortgagee (and Mortgagee to Tenant) under all of the provisions of the Lease for the remainder of the term thereof with the same force and effect as if Mortgagee were the landlord named in the Lease, and Tenant shall attorn to Mortgagee as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments, immediately upon Mortgagee succeeding to Landlord’s interest under the Lease. Mortgagee agrees that Tenant shall be under no obligation to pay any Rent (as defined in the Lease) to Mortgagee until Mortgagee has succeeded to Landlord’s interest under the Lease and has notified Tenant thereof in writing. The respective rights and obligations of Tenant and Mortgagee upon such attornment shall, for the remainder of the term of the Lease, be the same as now set forth in the Lease, it being the intention of the parties for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. **Notice of Landlord's Default.** In the event Landlord receives any default notice from Tenant under the Lease (a "**Default Notice**"), Landlord shall give written notice of its receipt of such Default Notice to Mortgagee, together with a copy thereof, within ten (10) days after the date of Landlord's receipt thereof. Mortgagee shall have the right to cure any default by Landlord under the Lease described in such Default Notice until the tenth (10th) day after the later date of (a) the expiration of the applicable notice and cure period provided to Landlord under the Lease or (b) Mortgagee's receipt of written notice from Landlord of Landlord's receipt of such Default Notice. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 3 shall not limit Tenant's remedies or rights under the Lease, including, without limitation, any self-help or emergency repair rights provided in the Lease.

4. **Landlord's Obligations.** In the event the Mortgage is foreclosed for any reason and Mortgagee succeeds to Landlord's interest under the Lease, Mortgagee shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such event, have the same remedies against Mortgagee for the breach of any provision of the Lease that Tenant had under the Lease against Landlord. In no event shall Mortgagee:

- a) be liable for any act or omission of any prior landlord (including Landlord) except to (i) cure a default under the Lease to the extent that such default continues past the date Mortgagee succeeds to the Lease, and/or (ii) complete the cure of any default that Mortgagee undertook to perform pursuant to the provisions of Section 3 above;
- b) be subject to any offsets, claims or defenses that Tenant might have against any prior landlord (including Landlord), unless such offsets are being taken or such defaults are continuing in nature at the time Mortgagee takes possession;
- c) be bound by any Rent that Tenant might have paid more than thirty (30) days in advance to any prior landlord (including Landlord), except any estimated Rent payments or other types of payments required to be made in advance under the provisions of the Lease;
- d) be responsible for any deposit or security that was or was supposed to have been delivered to any prior landlord (including Landlord) but was not subsequently delivered to Mortgagee or such other person or entity, as the case may be; and
- e) be bound by any amendment or modification of the Lease which reduces the term thereof or materially increases Landlord's obligations thereunder made without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed


5. **Tenant's Obligations.** Notwithstanding anything in this Agreement to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement unless and until Tenant has received a fully executed original of this Agreement.

7. **Binding Effect.** The rights and obligations of Tenant and Mortgagee shall bind and inure to the benefit of their respective successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

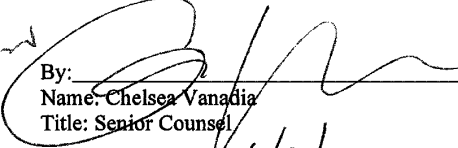
WITNESSES:


Printed Name: Natalie Cheng


Printed Name: Alecia Johnson

TENANT:

GMRI, Inc.,
a Florida corporation,

By: 
Name: Chelsea Vanadia
Title: Senior Counsel
Date: 4/8/20

MORTGAGEE:

RREF V - D Direct Lending Investments, LLC,
a Delaware limited liability company,

Printed Name: _____

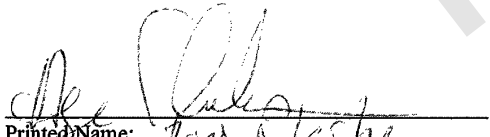
By: _____
Name: _____
Title: _____

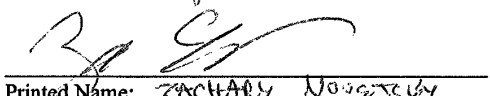
Printed Name: _____


Date: _____

LANDLORD:

SHI Owner, LLC,
a Delaware limited liability company,


Printed Name: Paul Lester


Printed Name: ZACHARY Novotny

By: 
Name: Paul Lester
Title: Authorized Signatory
Date: April 23, 2026

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

TENANT:

OLIVE GARDEN HOLDINGS, LLC,
a Florida limited liability company,

By: _____
Name: Chenicqua T. Williams/Chelsea Vanadia
Title: Senior Counsel

Date: _____

MORTGAGEE:

REF V, D DIRECT LENDING INVESTMENTS, LLC,
a Delaware limited liability company,

By: _____
Name: Sorana Georgescu
Title: Secretary

Date: **April 8, 2026**

LANDLORD:

SHI OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

State of New York)
County of New York) SS.:

On the 23rd day of April in the year 2026 before me, the undersigned, personally appeared Paul C. Lester personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

KATHLEEN KEHOE
Notary Public, State of New York
No. 01KE4752006
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires January 31, 2018 ³⁰

ACKNOWLEDGMENTS

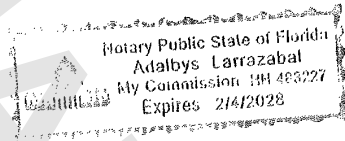
STATE OF FLORIDA §
§
COUNTY OF MIAMI-DADE §

This instrument was executed and acknowledged before me by means of physical presence on this 07th day of APRIL, 2026, by SORANA GEORGE SCU, SECRETARY of REP V. D. DIRECT LENDING INVESTMENTS, LLC, a LLC, on behalf of said LLC. The individual whose name is subscribed to this instrument is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:
2-4-28



UNOFFICIAL DOCUMENT

LANDLORD'S ADDRESS:

SHI Owner, LLC
6310 San Vicente Blvd., Suite 250
Los Angeles, CA 90048
Attn: Frank Lee

TENANT'S ADDRESS:

GMRI, Inc.
c/o: Darden Restaurants, Inc.
Attn: Property Law Administration Dept.
1000 Darden Center Drive
Orlando, FL 32837

MORTGAGEE'S ADDRESS:

RREF V – D Direct Lending Investments, LLC
c/o Rialto Capital Management, LLC
767 Fifth Avenue, Suite 21A
New York, NY 10153
Attention: Phillip J. Orban, Managing Director

AFTER RECORDING, RETURN TO TENANT

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

A PORTION OF LOT 8, CITY OF BURLINGTON BINDING SITE PLAN NO. 01-04, ENTITLED NEWMAN DEVELOPMENT OF BURLINGTON, LLC, RETAIL/COMMERCIAL CENTER, APPROVED MARCH 8, 2004 AND RECORDED MARCH 15, 2004 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200403150156, BEING IN A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND A PORTION OF GOVERNMENT LOT 8, SECTION 7, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE SOUTH 63°51'13" EAST 66.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°09'34" EAST 87.75 FEET; THENCE SOUTH 00°49'33" EAST 30.79 FEET; THENCE NORTH 89°10'27" EAST 17.00 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 00°49'33" EAST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 4.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°49'33" EAST 85.49 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 89°10'27" WEST 36.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°24'27" AN ARC DISTANCE OF 44.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 19°25'06" WEST 3.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°35'33" AN ARC DISTANCE OF 5.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°49'33" WEST 13.28 FEET; THENCE SOUTH 89°10'27" WEST 89.27 FEET; THENCE NORTH 00°49'33" WEST 127.25 FEET TO THE BEGINNING OF A CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 89°10'27" EAST 10.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'07" AND ARC DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING.