

PREPARED BY:
KUTAK ROCK LLP
KRISTINE L. POSTON, ESQ.
2001 16TH STREET, SUITE 1800
DENVER, CO 80202

Cross-reference:
Inst. 20241127000367490

WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
(602) 343-7572

TITLE NO.: AL240929-P

ESCROW NO.: Z2452996-KJV

MASTER NO.: Z2452995

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED
DOCUMENT.**

DOCUMENT TO BE RECORDED:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARED BY:

Kristine L. Poston, Esq.
Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Fidelity National Title Insurance Company
Attn: Kelli Vos
1 E. Washington St., Suite 450
Phoenix, AZ 85004

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made as of this 15th day of November, 2024, among **CITIBANK, N.A.**, ("Mortgagee"), **STORE MASTER FUNDING XXXVII, LLC**, a Delaware limited liability company ("Landlord"), and **NR AUTOMOTIVE INC.**, a Delaware corporation ("Tenant").

Background

A. Mortgagee has been appointed as the collateral agent pursuant to that certain Second Amended and Restated Collateral Agency Agreement dated April 16, 2015, by and among Mortgagee, Landlord and STORE Capital Corporation, a Maryland corporation, now known as STORE Capital LLC, a Delaware limited liability company ("STORE Capital") and is the mortgagee of record as set forth in the Mortgage (the "Security Instrument") on Landlord's property described more particularly on Exhibit A attached hereto ("Property").

B. Pursuant to that certain Limited Power of Attorney dated February 2, 2024, Mortgagee granted STORE Capital the authority to execute this Agreement of behalf of Mortgagee.

C. Tenant is the present lessee under that certain Master Lease Agreement between Landlord and Tenant dated as of the date hereof, as the same may be amended and restated or otherwise modified and supplemented ("Lease"), demising all of the Property as described more particularly in the Lease.

D. A requirement of the Security Instrument is that Tenant's Lease be subordinated to the Security Instrument. Landlord has requested Tenant to subordinate the Lease in exchange for Mortgagee's agreement not to disturb Tenant's possession of the Property upon the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Mortgagee agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Property in accordance with the terms of the Lease, provided, however, that (a) the term of the Lease has commenced, (b) Tenant is in possession of the Property, and (c) the Lease is in full force and effect and no uncured default exists under the Lease beyond the expiration of any applicable notice and cure periods. Mortgagee further agrees so long as no Event of Default (as defined in the Lease) has occurred and is continuing, Lessee shall not be named as a party defendant in any such foreclosure suit, except as may be required by Law (as defined by the Lease).

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument ("Successor Owner"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property is transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Mortgagee's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Mortgagee; or (f) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising). Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Mortgagee or any Successor Owner such further instruments as Mortgagee or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Mortgagee that Landlord is in default under the Security Instrument and that the rentals under the Lease are to be paid to Mortgagee directly pursuant to the assignment of leases and rents granted by Landlord to Mortgagee in connection therewith, Tenant shall thereafter pay to Mortgagee all rent and all other amounts due or to become due to Landlord under the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee upon reliance on Mortgagee's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Mortgagee's written instructions.

5. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below such party's signature hereto. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by telecopier (with confirmation of transmission) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Duplicate Originals; Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that transmission of a fully executed copy of this Agreement via e-mail

in a ".pdf" or other electronic format shall be deemed transmission of the original Agreement for all purposes.

(f) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph or other subdivision; and "Agreement" and each of the Security Instruments referred to herein mean the agreement as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

(g) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (excluding any choice of law rules that may direct the application of the laws of another jurisdiction).

(h) Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**


[Remainder of page is blank; signatures appear on following pages.]

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

MORTGAGEE:

CITIBANK, N.A.

By: STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, its attorney-in-fact

By: 
Name: Carla Thoman
Title: Vice President

Mortgagee Notice Address:

Citibank, N.A.
Agency and Trust, STORE Capital
388 Greenwich Street, 14th Floor
New York, NY 10013
Attn: John Hannon

Notary Acknowledgement for Mortgagee:

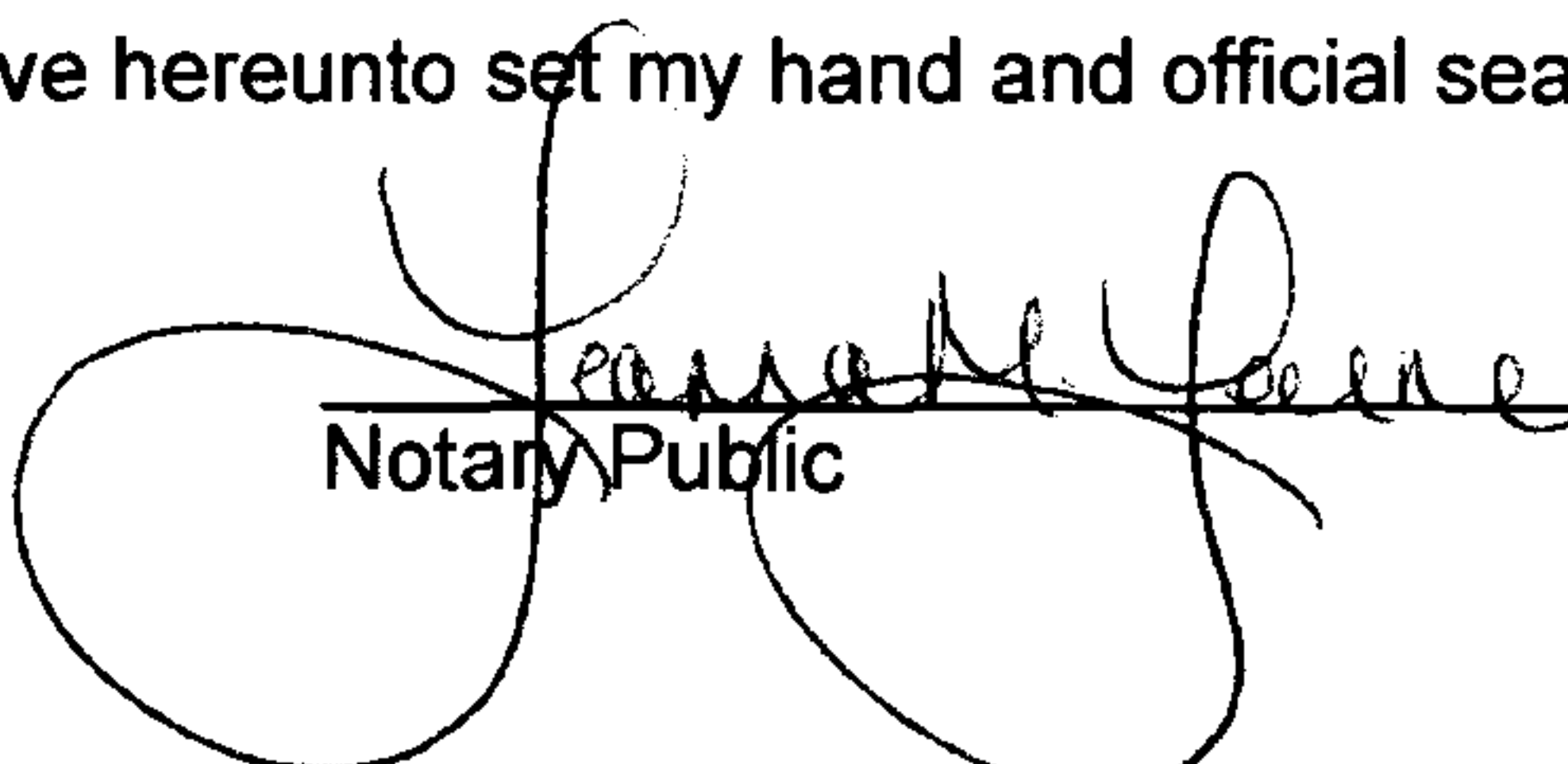
State of ARIZONA :
County of MARICOPA :SS

On this, the 13 day of November, 2024, before me, the undersigned Notary Public, personally appeared Carla Thoman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, as attorney-in-fact on behalf of Citibank, N.A., in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

6/30/2025


Notary Public




LEANNA M. LEVINE
Notary Public - Arizona
Maricopa Co. / #610228
Expires 06/30/2025

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

LANDLORD:

STORE MASTER FUNDING XXXVII, LLC,
a Delaware limited liability company

By: 
Name: Carla Thoman
Title: Vice President

Landlord Notice Address:

8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attn: Asset Management

With a copy to:

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attn: Kristine L. Poston

Notary Acknowledgement for Landlord:


State of ARIZONA :
:SS
County of MARICOPA :

On this, the 13 day of November, 2024, before me, the undersigned Notary Public, personally appeared Carla Thoman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of the Landlord in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

6/30/2025


Notary Public

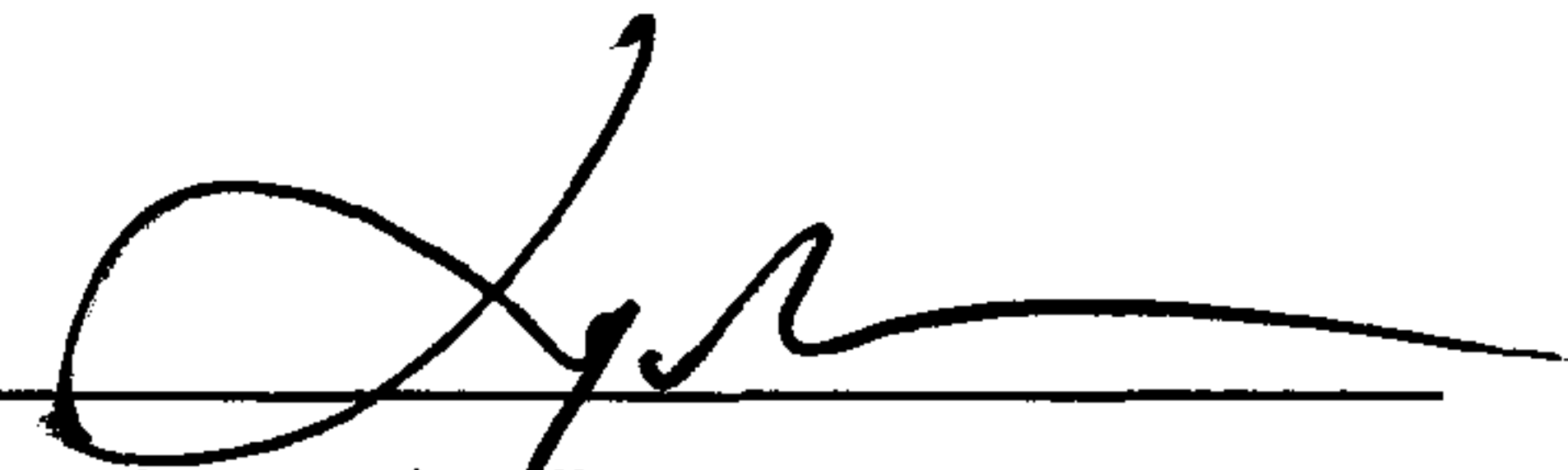


LEANNA M. LEVINE
Notary Public - Arizona
Maricopa Co. / #810228
Expires 06/30/2025

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

TENANT:

NR AUTOMOTIVE INC.,
a Delaware corporation

By: 
Name: Logan Leslie
Title: President

Tenant Notice Address:

NR Automotive Inc.
191 Peachtree Street NE, Suite 2650
Atlanta, GA 30303

Notary Acknowledgement for Tenant:

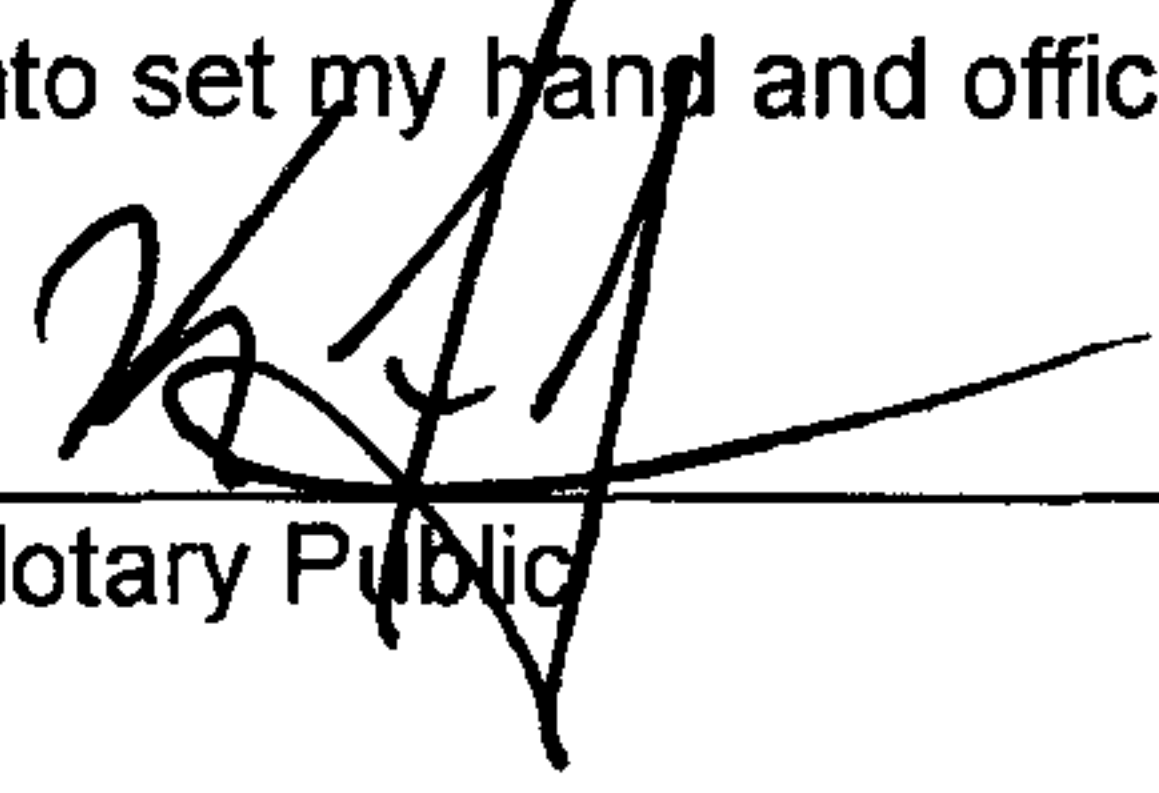
State of Georgia :

:ss

County of Fulton :

On this, the 13 day of November, 2024, before me, the undersigned Notary Public, personally appeared Logan Leslie, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of Tenant in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires:

3/26/25

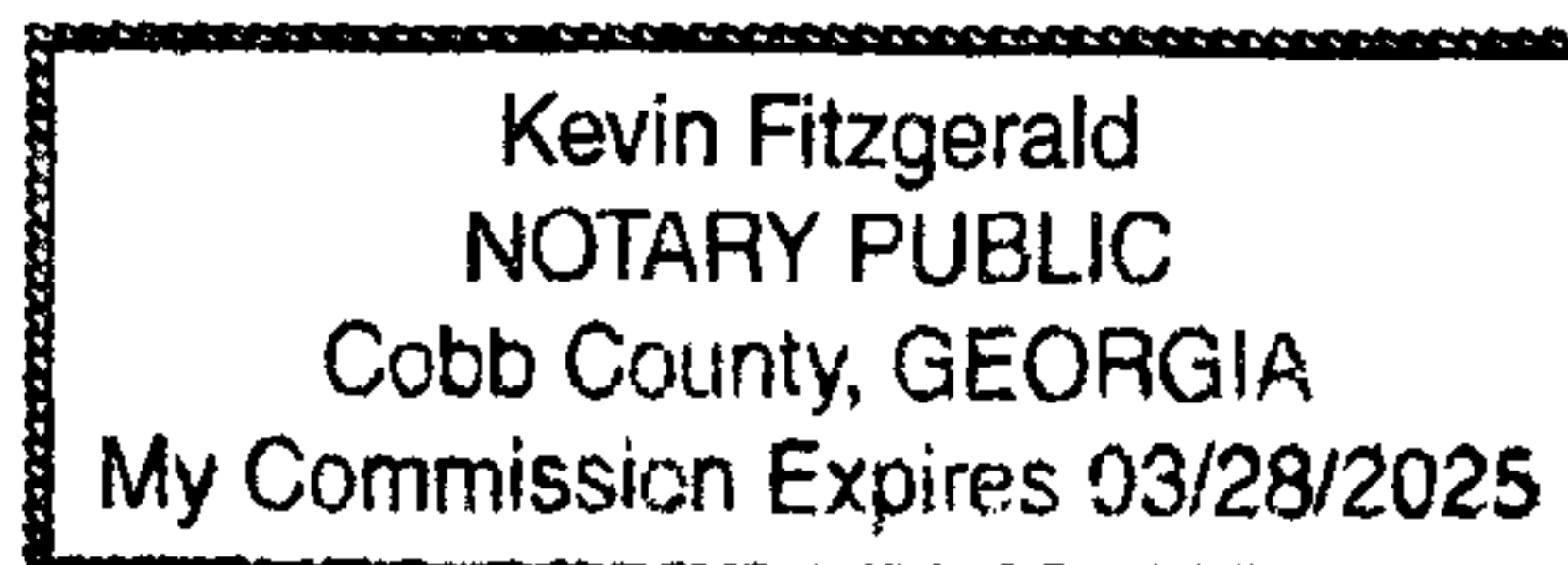


EXHIBIT A**PROPERTY**

Street Address: 5350 US-280 Harpersville, AL 35078

Legal Description:

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

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama and being designated as Parcel B on that Boundary Survey & Division of Gill's Service Center dated July 30, 2024, and recorded July 31, 2024, as Instrument No. 20240731000236200, in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar set stamped "Clinkscals" being the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 28; thence North 01 degrees 43 minutes 39 seconds West along the West line of said 1/4-1/4 section for a distance of 281.85 feet to a 2" pipe found; thence leaving said West line, North 89 degrees 33 minutes 07 seconds East for a distance of 634.34 feet to a 5/8" rebar found; thence South 00 degrees 59 minutes 51 seconds East for a distance of 390.69 feet to a 5/8" capped rebar set stamped "Clinkscals"; thence South 39 degrees 27 minutes 47 seconds West for a distance of 53.20 feet to a 1/2" capped rebar found stamped "Arrington"; thence North 49 degrees 30 minutes 39 seconds West for a distance of 19.85 feet to a 1/2" capped rebar found stamped "Arrington"; thence South 26 degrees 52 minutes 26 seconds West for a distance of 36.00 feet to a 1/2" capped rebar found stamped "Arrington"; thence South 50 degrees 30 minutes 02 seconds East for a distance of 12.00 feet to a 5/8" capped rebar found; thence South 39 degrees 27 minutes 47 seconds West for a distance of 47.39 feet to a nail with washer set stamped "Clinkscals"; thence North 54 degrees 43 minutes 01 seconds West for a distance of 179.14 feet to a 5/8" capped rebar set stamped "Clinkscals"; thence South 17 degrees 56 minutes 41 seconds West for a distance of 60.85 feet to a 5/8" capped rebar set stamped "Clinkscals"; thence South 28 degrees 19 minutes 09 seconds West for a distance of 88.90 feet to a 5/8" capped rebar set stamped "Clinkscals"; thence South 00 degrees 33 minutes 09 seconds East for a distance of 25.31 feet to a 5/8" capped rebar set stamped "Clinkscals"; thence South 34 degrees 35 minutes 14 seconds West for a distance of 12.78 feet to a nail with washer set stamped "Clinkscals"; thence North 54 degrees 37 minutes 54 seconds West for a distance of 42.07 feet to a nail with washer set stamped "Clinkscals" and the POINT OF BEGINNING of the parcel herein described; thence South 54 degrees 37 minutes 54 seconds East for a distance of 290.25 feet to a P.K. Nail found on the Northwest right-of-way margin of Shelby County Highway 25 (AKA U.S. Highway 231) (variable right-of-way); thence South 37 degrees 35 minutes 13 seconds West along said right-of-way for a distance of 164.81 feet to a nail with washer stamped "Clinkscals" set at a point of flare in said right-of-way; thence with said flare, South 71 degrees 51 minutes 33 seconds West for a distance of 140.00 feet to a nail with washer stamped "Clinkscals" set on the Northeast right of way margin of U.S. Highway 280 (120' right- of-way); thence along said right-of-way, North 70 degrees 31 minutes 07 seconds West for a distance of 55.00 feet to a nail with washer set stamped "Clinkscals"; thence North 65 degrees 50 minutes 47 seconds West for a distance of 44.92 feet to a P.K. Nail found; thence leaving said right-of-way, North 00 degrees 53 minutes 01 seconds West for a distance of 270.54 feet to a nail

with washer set stamped "Clinkscates"; thence North 69 degrees 34 minutes 34 seconds East for a distance of 100.20 feet to the POINT OF BEGINNING. Containing 1.73 acres, more or less.

Parcel No. 07-8-28-4-001-032.000; Parcel No. 07-8-28-4-001-033.000; and Parcel No. 07-8-28-4-001-035.000;



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/27/2024 11:49:54 AM
\$49.00 JOANN
20241127000368390

Allen S. Bayl