

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this 17th day of APRIL, 2025, by and between ALABAMA CVS PHARMACY, L.L.C., an Alabama limited liability company, with offices at c/o CVS Health, One CVS Drive, MC 1105, Woonsocket, Rhode Island 02895 Attn: Property Administration (Store 467 Calera, AL) ("Tenant") and LNL REIT HOLDING, LLC, a Delaware limited liability company, having its office at 1450 Brickell Avenue, Suite 2600, Miami, FL 33131 ("Mortgagee"), and BZCP CALERA AL LLC, an Alabama limited liability company, having its office at 260 East Main Street, Suite 2746, Rochester, NY 14604 ("Landlord").

WITNESSETH:

WHEREAS, SCP 2009-C32-001 LLC, as original landlord ("Original Landlord") and Tenant entered into that certain Lease dated as of June 19, 2009, which lease is being assigned contemporaneously herewith by Original Landlord to Landlord pursuant to an assignment and assumption of lease, and amended by that certain First Amendment to Lease dated contemporaneously herewith entered into by Landlord and Tenant ((collectively, the "Lease") covering the premises located at 8370 US Highway 31, Calera, Alabama described on Exhibit A attached hereto and to the Memorandum of Lease dated June 19, 2009 as Instrument 20090819000320110 and recorded in the Probate Office of Shelby County, Alabama, as amended by that certain First Amendment to Memorandum of Lease dated and recorded contemporaneously herewith and as more specifically described in the Lease (the "Premises"); and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$2,569,826.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance

of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, 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 from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than one month in advance of the due date under the Lease; or

(d) bound by any obligation of any prior Landlord to make any payment to Tenant which was required to be made prior to the time Mortgagee succeeded to any such prior landlord's interest, except if the same continues during the time Mortgagee is in possession of the Premises, is collecting Rent under the Lease and Tenant has provided Mortgagee with an additional notice and opportunity to cure as set forth in the Lease; or

(e) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is received by Mortgagee;

(f) bound by any amendment or modification or waiver of any provision of the Lease made without the prior written consent of Mortgagee, which would reduce the lease term, rents payable, or square footage; or

(g) liable with respect to warranties or indemnities of any nature whatsoever made by any prior landlord, including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, landlord's title, landlord's authority, habitability, fitness for purpose, or possession except for the limited covenant of title set forth in the Lease.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments made by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease; and Tenant will grant to Mortgagee up to forty-five (45) days or a reasonable time (not to exceed forty-five (45) days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults. Neither Mortgagee nor any other purchaser at foreclosure or recipient of a deed in lieu thereof shall become liable under the Lease unless and until Mortgagee or such other purchaser or recipient becomes, and then only with respect to and those acts that occur during the period in which Mortgagee or its designee or nominee is, the owner of Landlord's interest in the Premises. Mortgagee shall have the right without Tenant's consent but subject to the provisions of this Agreement, to foreclose, or exercise any power of sale under, the Mortgage or to accept a conveyance in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Loan Documents. Mortgagee shall use reasonable efforts to copy Tenant on any notice of Landlord's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Tenant hereby waives any priority it may have over Mortgagee, except as provided in the Lease, with respect to any share of any award for a Condemnation of all or part of the Premises, except any award for Tenant's loss of trade fixtures or improvements or installations made by Tenant; and agrees that all of any such award, except as above provided, shall be first payable to Mortgagee.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligations, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

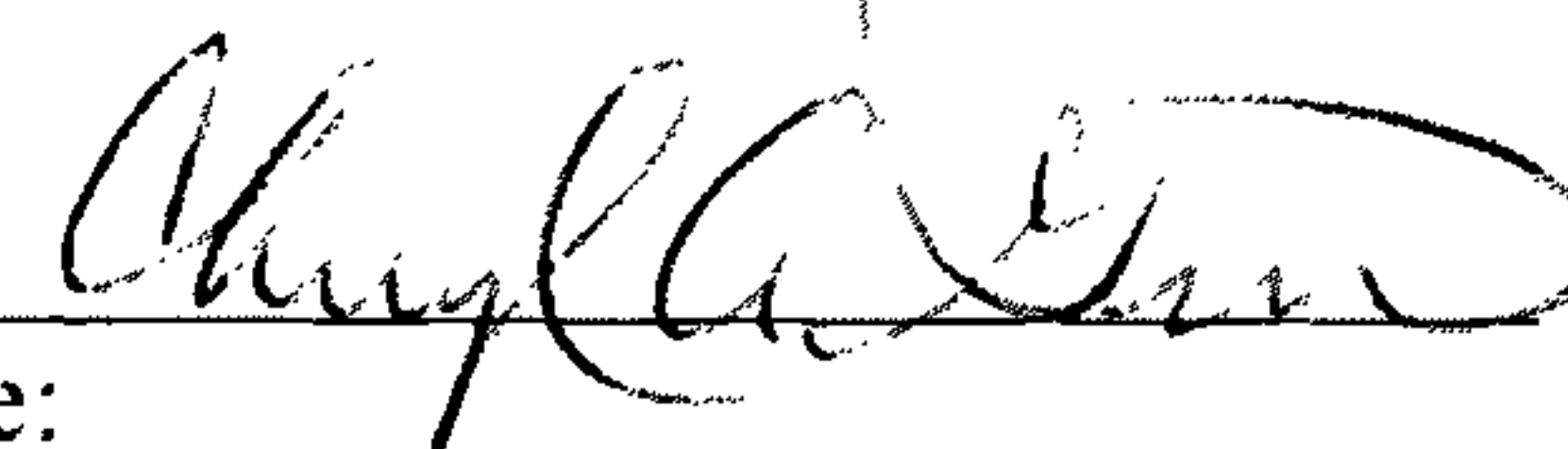
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed as of the day and year first above written.

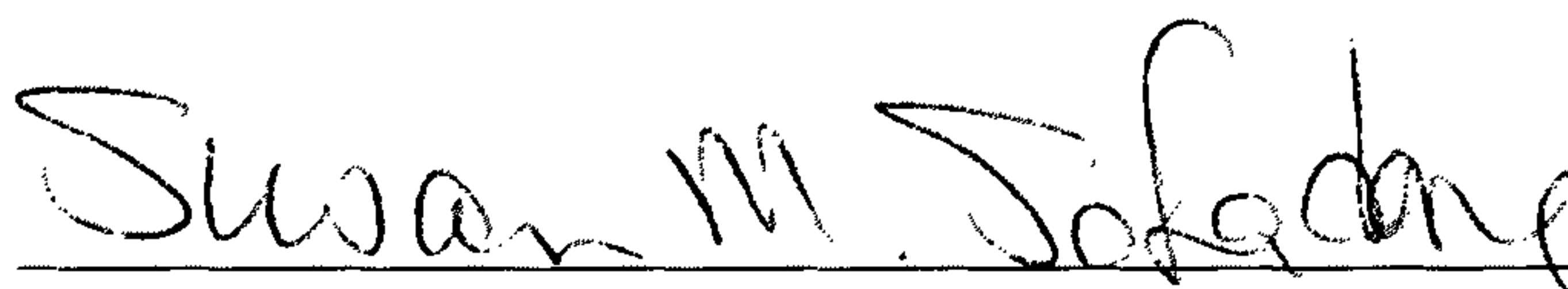
TENANT:

ALABAMA CVS PHARMACY, L.L.C.
an Alabama limited liability company

By: 
Name:
Title: Cheryl A. Green
Assistant Secretary
CVS Legal Approval: CAC

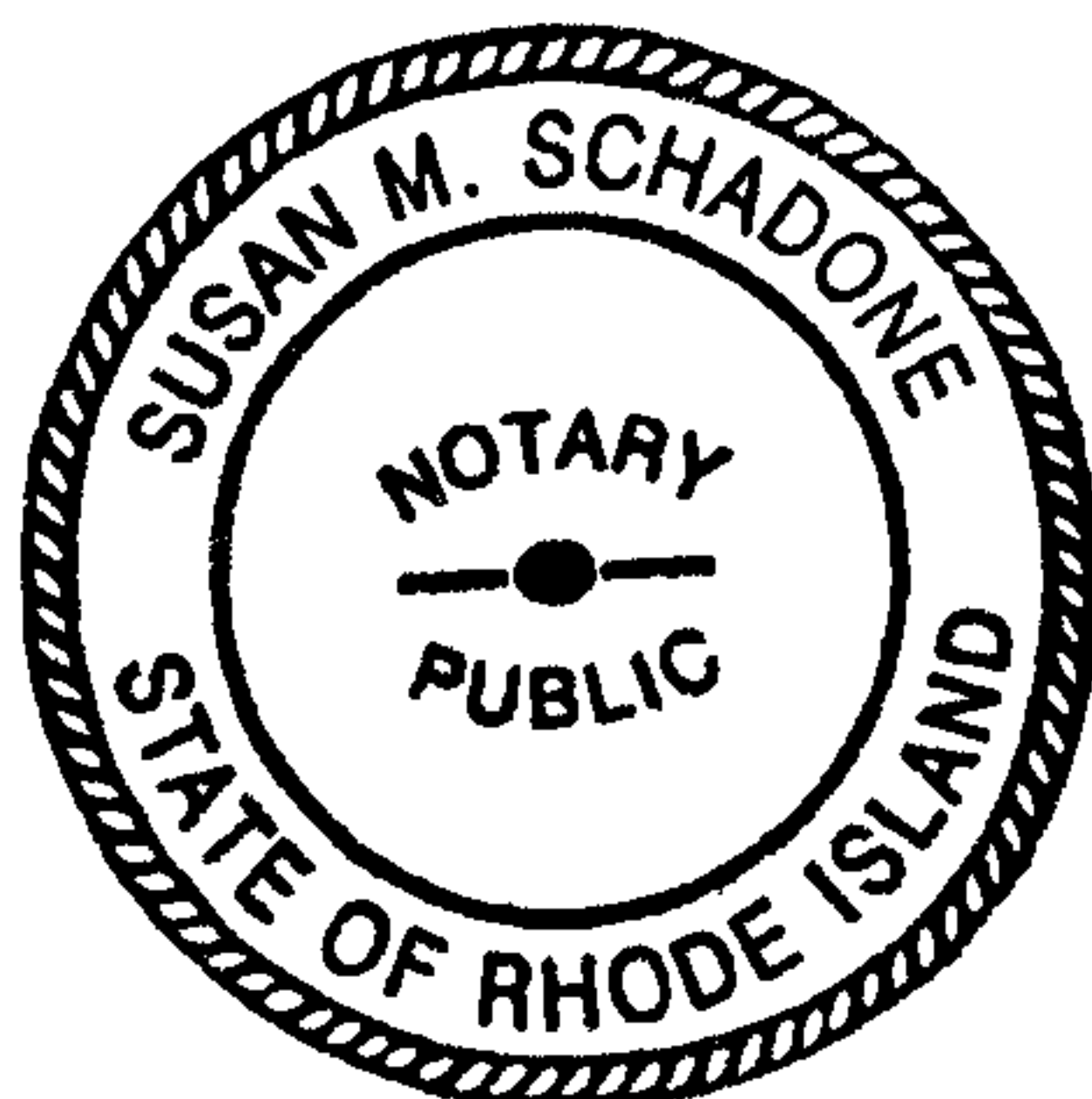
STATE OF RHODE ISLAND §
 § ss.
COUNTY OF PROVIDENCE §

This instrument was acknowledged before me on this 1st day of April, 2025, by Cheryl A. Green, Assistant Secretary of Alabama CVS Pharmacy, L.L.C., an Alabama limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.


Notary Public

[Notary Seal]

My commission expires: _____



(signatures continue on next page)

Susan M. Schadone
Notary Public
State of Rhode Island
My Commission Expires 03-09-2028
Commission #46180

MORTGAGEE:

LNL REIT HOLDING, LLC,
a Delaware limited liability company

By: _____

Name: Stephan de Sabrit

Title: Authorized Signatory

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

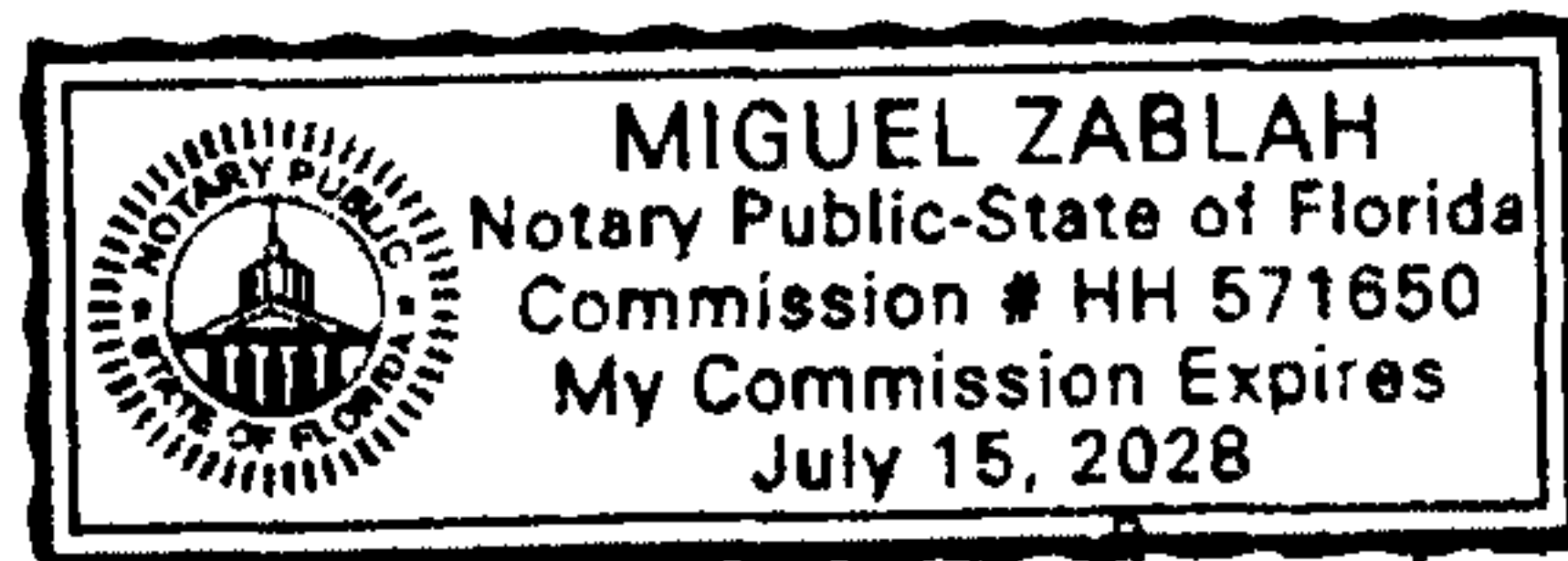
This instrument was acknowledged before me on this 14 day of APRIL, 2025, by Stephan de Sabrit, the Authorized Signatory of LNL REIT HOLDING, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

MIGUEL ZABLAH

Notary Public

[Notary Seal]

My commission expires: July 15, 2028




(signatures continue on next page)

Miguel Zablah

LANDLORD:

BCZP CALERA AL LLC, an Alabama limited liability company

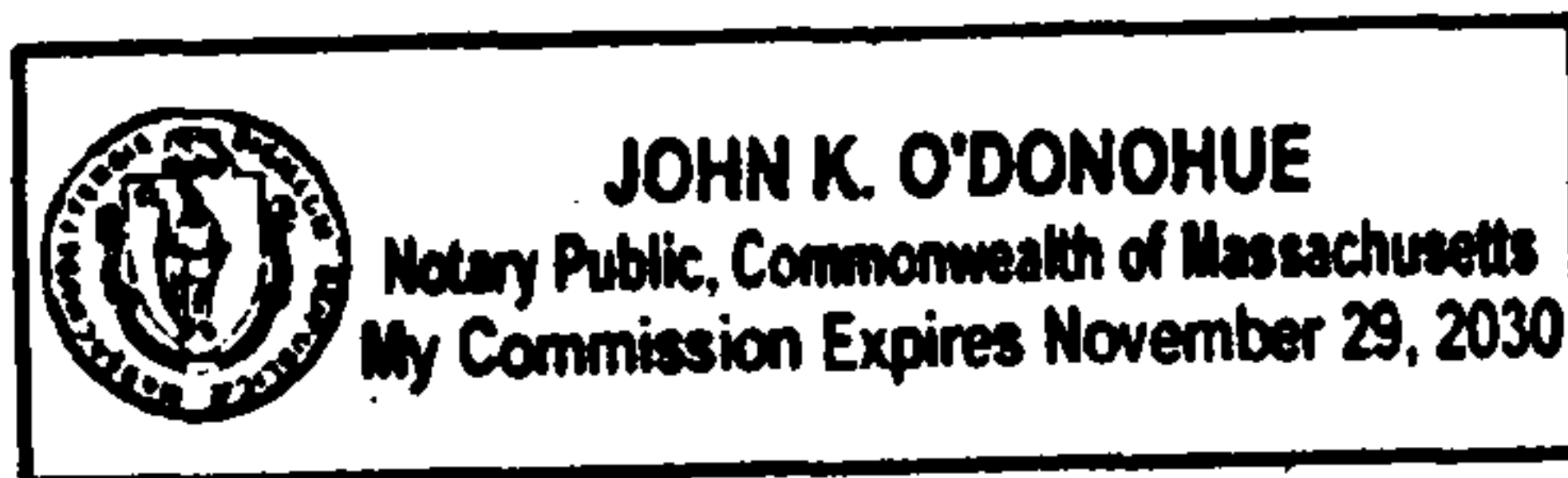
By: Blue Zone Capital Partners LLC, a Delaware limited liability company, its Manager

By: 
Keith Bernardo, Member


STATE OF Massachusetts §
COUNTY OF Essex §

SS:

This instrument was acknowledged before me on this 11 day of April, 2025, by Keith Bernardo, the Member of Blue Zone Capital Partners LLC, a Delaware limited liability company, the Manager of BZCP CALERA AL LLC, an Alabama limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.



[Notary Seal]


Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

**Lot 1 of "Lot 1 & 2 CVS Addition to Calera Subdivision," recorded in Map Book 40, page 52,
Deed Records of Shelby County, Alabama.**



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/22/2025 01:17:26 PM
\$44.00 BRITTANI
20250422000119280**

Allie S. Bayl