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Joseph J. Dowling
REGISTER OF DEEDS


SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made and entered into as of September 15th, 2016, by and between **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**, a Delaware limited liability company, with an address of 535 Marriott Drive, Nashville, Tennessee 37214 Attn: TWW Division, 10th Floor ("Tenant"), **DAMMMI, LLC**, a Nebraska limited liability company, with an address of 10064 S. 134th Street, Omaha, Nebraska 68138 ("Landlord") and **AMERICAN NATIONAL BANK**, a national banking association, 8990 West Dodge Road, Omaha, NE 68114, ("Lender").

RECITALS:

A. Lender has or expects to extend loan financing to Landlord, secured by a Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (as it may be modified, amended, supplemented, extended, renewed, restated or replaced from time to time, and including any future advances and other mortgages from Landlord to Lender which may in the future encumber the Premises, collectively referred to herein as the "Mortgage") on the real property owned by Landlord more fully described in Exhibit A attached hereto and any improvements now or hereafter existing thereon (collectively, the "Property").

B. The Tenant is the present tenant under a lease dated September 15, 2016 by and between Landlord or its assignor and Tenant, demising the leased premises as described therein to Tenant (the "Premises") (as it may be further modified, amended, supplemented, extended, restated or replaced from time to time, the "Lease").

C. Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage and in return, Lender is agreeable to not disturbing the Tenant's possession of the Premises.

D. Lender is disbursing loan proceeds in reliance upon the agreements contained in this instrument but for which it would not disburse the loan.

NOW, THEREFORE, in consideration of the Recitals (which are acknowledged by the parties hereto) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Landlord, Lender and Tenant as follows:

1. **Subordination.** Subject to the terms hereof, the Lease, and all of the terms, covenants and provisions thereof, including any option or right of first refusal in favor of Tenant to renew or extend the Lease or to expand the Premises or to purchase the Property (if any), is hereby subjected and subordinated and shall remain in all respects, at all times and for all purposes subject, subordinate and junior of the lien of the Mortgage and to all renewals, modifications, supplements, replacements and extensions thereof with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.

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2. **Tenant Not to Be Disturbed.** So long as Tenant is not in default (beyond any notice and cure period given Tenant to cure such default) in the payment of rent to be paid under 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 under all of the terms, covenants and conditions of the Lease and any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises under all of the terms, covenants and conditions of the Lease shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof.

3. **Tenant Not to be Joined in Foreclosure Unless Required by Law.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent under the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not name or join Tenant in any action or proceeding foreclosing the Mortgage unless such naming or joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

4. **Tenant to Attorn to Lender;** Tenant agrees that the institution of any action or other proceedings by Lender under the Mortgage in order to realize upon Landlord's interest in the Property shall not result in the cancellation or termination of the Lease or Tenant's obligations thereunder. If Lender shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed in lieu of foreclosure or otherwise:

- (a) The Lease shall not be terminated or affected thereby;
- (b) Tenant shall attorn to Lender and recognize Lender as its landlord under the Lease for the unexpired term of the Lease, subject to all of the terms and conditions of the Lease and such attornment shall be effective and self-operative without the execution of any further instrument on the part of Lender or Tenant;
- (c) Tenant shall make all payments payable by Tenant under the Lease directly to Lender upon Lender's written instructions to Tenant; and
- (d) If, by operation of law, or otherwise, the commencement of any action or other proceedings by Lender under the Mortgage of the entry into and taking possession of the Property shall result in the cancellation or termination of the Lease or Tenant's obligations thereunder, Tenant shall, upon request, execute and deliver a new lease of the Premises containing the same terms and conditions as contained in the Lease, for the remaining term thereof including any extensions thereof.

5. **Lender not Bound by Certain Acts.** If Lender should succeed to the interest of Landlord under the Lease, Tenant agrees that Lender shall not be:

- (a) Responsible or liable for, or obligated to cure, any defaults by Landlord under the Lease, except for defaults of Landlord of a continuing nature of which Lender has received the same written notice and opportunity to cure

that was provided to Landlord in the Lease;

- (b) Subject to claims, defenses or offsets under the Lease or against Landlord which arose or existed prior to the time Lender obtains possession of the Property, except for defaults of Landlord of a continuing nature of which Lender has received the same written notice and opportunity to cure that was provided to Landlord in the Lease;
- (c) Bound by any rent paid more than 30 days in advance unless received by Lender;
- (d) Liable for the return of any security deposit paid to any prior landlord, including Landlord, unless Lender has actually received the same; or
- (e) Bound by any amendment or modification of the Lease that modifies the rent or term of the Lease made without its prior written consent.

6. **Notice of Default.** Tenant will copy Lender on any notice of default (or breach) from Tenant to Landlord that would allow Tenant to terminate the Lease, and Lender will have 30 days after receipt of notice to cure the default giving rise to the termination (provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, then if Lender commences such cure within said 30-day period, Lender's cure period shall extend for such period as necessary to diligently prosecute the same to completion).

7. **Assignment of Rents.** Landlord has assigned its interest in the rents and payments due under the Lease to Lender as security for repayment of the loan. If in the future there is a default by the Landlord in the performance and observance of the terms of the Mortgage, Lender may, at its option under the Mortgage, require that all rents and other payments due under the Lease be paid directly to it, subject to Lender's indemnification obligations set forth in paragraph 5. Upon written notification to that effect by Lender to Tenant, the Landlord hereby authorizes and directs Tenant and Tenant agrees to pay the rent and any payments due under the terms of the Lease to Lender. The assignment of rents under the Mortgage does not diminish any obligations of the Landlord under the Lease nor impose any such obligations on Lender.

8. **Successors and Assigns.** This Agreement and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their successors and assigns, including, without limitation every holder of the Lease or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns. As used here, the words "successors and assigns" shall include the heirs, administrators and representatives of any natural person who is a party to this Agreement.

9. **Choice of Law.** This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Nebraska.

10. **Notices.** Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile or electronic

transmission evidenced by receipt of successful transmission (unless otherwise required by law), messenger service, overnight courier or United States mail, registered or certified, return receipt requested, postage prepaid, addressed to such party at the address listed on the first page of this Agreement or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured as follows: (i) from the date of delivery thereof if manually delivered, (ii) from the date of sending thereof if sent by electronic or facsimile transmission or messenger service, (iii) from the first business day after the date of sending if sent by overnight courier, or (iv) from the postmark date of mailing if mailed.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement.

[Remainder of page left blank intentionally. Signature Pages Immediately Follow.]

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

TENANT:

BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC

By [Signature]
Name John Baratta
Its President, Consumer Rep Tire

STATE OF Tennessee)
COUNTY OF Davidson) ss.

The foregoing instrument was acknowledged before me this 13 day of Sept, 2016, by John Baratta, Pres, Cons Rep Tire of Bridgestone Americas Tire Operations, LLC for and on behalf of said _____.

Insert Notarial Seal Below



Kathleen Jennette
Notary Public

My commission expires: May 5, 2020

[First of Three Signature Pages to Subordination, Non-Disturbance and Attornment Agreement]

LANDLORD:

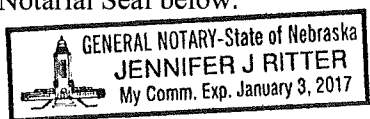
DAMMM 1, LLC

By *Jonathan M Mayors*
Name JONATHAN M MAYORS
Its MANAGER

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of SEPTEMBER, 2016, by
JENNIFER J RITTER

Insert Notarial Seal below:



Jennifer Ritter
Notary Public
My commission expires: 1-3-17

[Second of Three Signature Pages to Subordination, Non-Disturbance and Attornment Agreement]

LENDER:

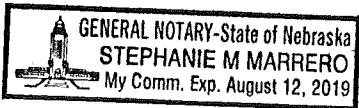
AMERICAN NATIONAL BANK,
a national banking association

By: J. Velleter
Its: E.V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of September, 2016 -2014, by Edward Velleter, Executive Vice President of American National Bank, a national banking association, on behalf of the banking association.

Insert Notarial Seal below:



Stephanie M. Marrero
Notary Public

My commission expires: 8.12.19

[Third of Three Signature Pages to Subordination, Non-Disturbance and Attornment Agreement]

EXHIBIT A

LEGAL DESCRIPTION

Lot 2, Krambeck Industrial Park, Sarpy County, Nebraska