



**SUBORDINATION, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This Subordination, Non-Disturbance, and Attornment Agreement (“Agreement”) is made this 10th day of December, 2021, by and among **The Huntington National Bank**, a national banking association, (“Lender”), **G&I X MONTCLAIR ON CENTER LLC**, a Delaware limited liability company (collectively, “Landlord”), and **THE TILE SHOP, LLC**, a Delaware limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Tenant has entered into that certain Lease Agreement dated as of August 12, 2010 with Landlord, as Lessor, which Lease Agreement covers certain premises (the “Premises”) in that certain real property (the “Property”) commonly known as Montclair on Center and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said lease agreement, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the “Lease”); and

WHEREAS, Lender has extended or will extend credit to Landlord, to be secured by a mortgage on the Property to be recorded contemporaneously with this Agreement (the “Mortgage”); and

WHEREAS, Lender, Landlord, and Tenant desire to confirm their understanding with respect to each of the parties rights and duties under the Mortgage and the Lease.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. Subordination. The Mortgage and any amendments, modifications, substitutions, renewals, extensions, or replacements thereof, shall be and remain at all times a lien or charge on the Property prior and superior to the Lease, the leasehold estate created by the Lease, and to any options to lease or to purchase the Property contained therein, and to all rights, privileges, and conditions therein contained. Tenant declares and acknowledges that it hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the leasehold estate created by the Lease to the Mortgage. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease shall be and remain so subordinated as provided in this paragraph, without the necessity of any further act of the parties. Tenant also declares and acknowledges that it understands that, in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances secured by the Mortgage will be made, and monetary and other obligations may be entered into by Landlord and/or third parties which would not be made or entered into but for said reliance upon this waiver, relinquishment, and subordination.

2. Non-Disturbance. No action shall be taken by Lender which shall seek to disturb, or shall result in disturbing, Tenant’s possession of the Property, unless and until Lender shall have (a) given to Tenant written notice of Landlord’s default under the Mortgage or any promissory notes, loan agreements, guaranties, or security agreements, or any other documents executed in

in connection with the Mortgage (collectively, the "Loan Documents"), and (b) Tenant shall have failed thereafter to make lease payments to Lender as provided hereafter.

3. Payment of Rent to Lender. In the event of any default by Landlord of any its obligations under the Mortgage or the Loan Documents, Lender may notify Tenant in writing of such default. Following receipt from Lender of such notice of default, Tenant shall make all required lease payments to Lender until such time as Tenant receives from Lender written notice that Landlord is no longer in default. Tenant shall not be required to verify the existence of any claimed default in any notice from Lender and Tenant shall be entitled to rely exclusively upon Lender's representations therein. All lease payments made by Tenant to Lender hereunder shall, as between Landlord and Tenant, be as if the same had been paid to Landlord by Tenant.

4. Notice of Default; Right to Cure. Tenant agrees to provide Lender with a copy of each notice of default given to Landlord under the Lease at the same time such notice of default is given to Landlord. In the event of any default by Landlord under the Lease, Tenant will take no action to terminate the Lease: (a) if the default is not curable by Lender (so long as the default does not interfere with Tenant's use and occupancy of the Property), or (b) if the default is curable by Lender, unless the default remains uncured for a period of sixty (60) days after written notice thereof shall have been given to Landlord and Lender at the addresses provided in Section 11; *provided, however*, that if any such default is such that it reasonably cannot be cured with such sixty (60) day period, such period shall be extended for such additional reasonable period of time as shall be reasonably necessary (including, without limitation, a reasonable period of time to obtain possession of the Property and to foreclose the Mortgage), if Lender gives Tenant written notice within such sixty (60) day period of Lender's election to undertake the cure of the default and if curative action (including, without limitation, action to obtain possession and foreclosure) is instituted within a reasonable period of time and is thereafter diligently pursued. *Notwithstanding the foregoing*, Lender shall have no obligation to cure any default under the Lease.

5. Attornment. If the interest of Landlord in and to the Property, or any part thereof, shall be transferred to Lender, or any other purchaser ("Purchaser"), by reason of foreclosure or other proceeding brought by Lender, or by any other manner, or Lender or Purchaser succeeds to the interest of Landlord under the Lease, Tenant does hereby attorn to Lender or Purchaser as its lessor; said attornment shall be effective and self-operative without the execution of further instruments on the part of any of the parties hereto immediately upon Lender's or Purchaser's succeeding to the interest of Landlord under the Lease. Tenant shall be bound to Lender or Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender or Purchaser were the lessor under the Lease.

6. Limitations. Tenant shall have, from and after Lender's or Purchaser's succession to the interest of Landlord under the Lease, the same remedies against Lender or Purchaser for the breach of any agreement contained in the Lease that Tenant might have had against Landlord under the Lease; *provided, however*, that neither Lender nor Purchaser shall be: (i) liable for any act or omission of any prior lessor (including Landlord); (ii) subject to any offset or defenses which Tenant might have against any prior lessor (including Landlord), except as provided in this Agreement; (iii) bound by any rent or additional rent which might have been paid to any prior lessor (including Landlord) more than one month in advance of the date required under the Lease; (iv) bound by any security deposit, unless such deposit is in an escrow fund available to Lender or Purchaser; (v) bound by any amendment or modification of the Lease made without Lender's prior written consent; (vi) liable for any obligation with respect to any breach of warranties or representation of any nature under the Lease or otherwise, including, without limitation, any warranties or representation respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability and/or fitness for any purpose, or possession; or (vii) liable for special or consequential damages.

7. Condemnation or Insurance Proceeds. All condemnation awards and insurance proceeds paid or payable with respect to the Property, or any part thereof, other than that attributed to Tenant's personal property or Tenant's loss of use of the Property, and received by Lender

pursuant to the exercise by Lender of any options of Lender provided in the Mortgage, shall be applied and paid in the manner set forth in the Mortgage.

8. Reservation of Rights. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of: (a) Landlord under the Lease, or any subsequent lessor, against Tenant in the event of any default by Tenant in the payment of rent or in the performance or observance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed or observed; or (b) Tenant to pursue claims under the Lease against any prior lessor (including Landlord) in the event of any default by prior lessor, whether or not such claim is barred against Lender or Purchaser.

9. No Default; Estoppel Certificates. There is no default by either Landlord or Tenant under the Lease, and no condition or event has occurred or presently exists which, with the giving of notice or the passage of time or both, would constitute or become a default by any party under the Lease. There are no defenses, counterclaims, or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed. Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of this Agreement, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender. Tenant and Landlord agree, at the request of Lender, to provide estoppel certificates regarding rent payments, defaults, and other matters under the Lease as requested by Lender.

10. Amendment of Lease. The Lease has not been amended, supplemented, extended, or renewed in any respect and there is no other agreement or instrument to which Landlord is a party which is binding upon Tenant and which relates to the Property, including any assignment of the Lease. The Lease shall not after the date of this Agreement be amended without the prior written consent of Lender. Any attempted amendment without the prior written consent of Lender shall be void.

11. Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall be in writing and shall be given by sending the same by certified mail, return receipt requested, personal delivery, or overnight courier service, to the parties respective addresses set forth below, to the attention of the person indicated, or to such other address and/or person as a party may designate by written notice to the other party:

If to Lender:
The Huntington National Bank
Legal Department – HC0323
41 South High Street, 3rd Floor
Columbus, OH 43287

If to Landlord:
G&I Montclair On Center LLC
c/o Chase Properties
3333 Richmond Road, Suite 320
Beachwood, OH 44122

If to Tenant:

12. No Further Subordination. So long as the Mortgage remains of record, neither Landlord nor Tenant shall agree to subordinate the Lease to any other mortgage, without Lender's prior written consent.

13. Captions. Captions and headings of section are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

14. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Lender, Landlord, and Tenant. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. This Agreement may not be modified


orally or in any manner other than by an agreement in writing signed by the parties. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability of validity of any other provisions. Any determination that the application of any provision of this Agreement to any person or to particular circumstances is illegal or unenforceable shall not affect the enforceability of validity of such provision as it may apply to other persons or circumstances. This Agreement will be governed by, construed, and enforced in accordance with federal law and the laws of the state/commonwealth where the Property is located.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURES ON THE FOLLOWING PAGES]

LANDLORD:

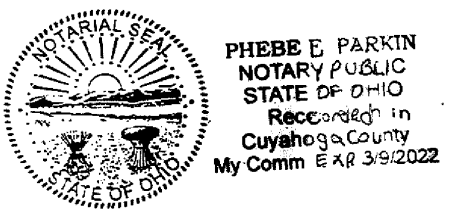
G&I X MONTCLAIR ON CENTER LLC,
a Delaware limited liability company
By: G&I X Montclair On Center JV LLC,
a Delaware limited liability company, its sole member
By: ROF Montclair LLC,
an Ohio limited liability company, its Operating Manager
By: ROF IV, LLC,
an Ohio limited liability company, its Managing Member

By: 
Name: Andrew Kline
Title: Vice President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 9th day of December, 2021, by Andrew Kline, the Vice President of ROF IV, LLC, an Ohio limited liability company, the Managing Member of ROF Montclair LLC, an Ohio limited liability company, the Operating Manager of G&I X Montclair On Center JV LLC, a Delaware limited liability company, the sole Member of G&I X Montclair On Center LLC, a Delaware limited liability company, who executed the foregoing Agreement and acknowledged the same to be the free and voluntary act and deed of the company, and that he/she is authorized to execute this Agreement on behalf of said company.

Phebe E. Parkin
Notary Public



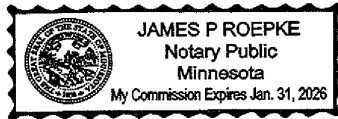
Tenant:

THE TILE SHOP, LLC
a Delaware limited liability company

By: [Signature]
Name: Leigh Behrman
Title: LP

STATE/Commonwealth of Minnesota
COUNTY OF Crow Wing

On this 19 day of November, 2021, before me, the undersigned Notary Public, personally appeared Leigh Behrman, a/the VP of The Tile Shop LLC, a LLC, who executed the foregoing Agreement and acknowledged the same to be the free and voluntary act and deed of the VP and that he/she is authorized to execute this Agreement on behalf of said Corporation.



[Signature]
Notary Public

Lender:

THE HUNTINGTON NATIONAL BANK

By: [Signature]
Name: [Signature]
Title: Ac

STATE/Commonwealth of Pennsylvania
COUNTY OF Allegheny

On this 10 day of December, 2021, before me, the undersigned Notary Public, personally appeared Lawrence Brown, a VP of The Huntington National Bank, a national banking association, who executed the foregoing Agreement and acknowledged the same to be the free and voluntary act and deed of the bank, and that he/she is authorized to execute this Agreement on behalf of said bank.

Commonwealth of Pennsylvania - Notary Seal
Bryce P. Cree, Notary Public
Allegheny County
My commission expires September 25, 2024
Commission number 1267301
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

This instrument prepared by:

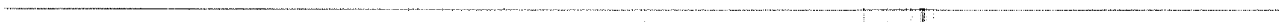
The Huntington National Bank
41 South High Street
Columbus, OH 43287

When Recorded, Return To:

The Huntington National Bank
GW1W31
P.O. Box 341470
Columbus, OH 43234-1470

EXHIBIT A

Legal Description



Stewart Title Guaranty Company

Commitment Number: 166794

TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Omaha, County of Douglas, State of Nebraska.

Parcel 1

Lot 1, Block 1, Westwood Heights 15th Addition, an Addition to the City of Omaha, Douglas County, Nebraska, except that part described in Plat and Dedication filed July 10, 1969 in Book 478, Page 265 of the Miscellaneous Records, of Douglas County, Nebraska, together with those parts of vacated 132nd Street frontage road and vacated West Center Road frontage road adjacent to said Lot 1, all EXCEPT those parcels described as follows:

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly along the Northerly right of way line of said Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly right of way line of said Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet to the True Point of Beginning; thence North 30°57'06" West for 46.77 feet; thence North 89°59'16" West for 166.18 feet to the East right of way line of the frontage road; thence South 00°00'44" West along said East right of way line for 15.30 feet; thence continuing on said East right of way line along a curve to the left (having a radius of 83.50 feet and long chord bearing South 16°48'55" East for 48.34 feet) an arc distance of 49.05 feet; thence continuing on said East right of way line along a curve to the right (having a radius of 116.50 feet and long chord bearing South 20°31'04" East for 52.91 feet) an arc distance of 53.37 feet; thence continuing on said East right of way line South 32°31'47" East for 20.09 feet to the Northerly right of way line of Augusta Avenue; thence Easterly on said Northerly right of way line along a curve to the left (having a radius of 190.00 feet and a long chord bearing North 61°45'39" East for 98.73 feet) an arc distance of 99.88 feet; thence continuing on said Northerly right of way line along a curve to the right (having a radius of 240.00 feet and long chord bearing North 55°24'50" East for 72.71 feet) an arc distance of 72.99 feet to the True Point of Beginning;

AND EXCEPT

Commencing at the Southeast corner of said Lot 1, Block 1, said point of being on the Northerly right of way line of Augusta Avenue; thence Northwesterly on the Northerly right of way line of Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to a point of tangency; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30°57'06" West, 46.77 feet to the True Point of Beginning; thence continuing North 30°57'06" West, 4.64 feet; thence North 89°59'16" West, 163.76 feet to the East right of way line of the frontage road; thence South 00°00'44" West along the East right of way line for 3.98 feet; thence South 89°59'16" East for 166.18 feet to the Point of Beginning;

AND FURTHER EXCEPT

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to the point of tangency; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right of way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**SCHEDULE A
LEGAL DESCRIPTION
(Continued)**

thence North 30°57'06" West, 54.36 feet to the point of beginning; thence continuing North 30°57'06" West, 82.05 feet; thence North 89°59'16" West, 120.00 feet; thence South 0°0'44" West, 70.36 feet; thence South 89°59'16" East, 162.22 feet to the point of beginning;

AND FURTHER EXCEPT

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly along said Northerly right of way line of Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34 feet; thence S89°54'16" W on the Northerly right of way line of said Augusta Avenue for 675.54 feet; thence continuing on said right of way line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet; thence N30°57'06"W for 51.41 feet to the true point of beginning; thence N30°57'06"W for 2.95 feet; thence N89°59'16"W for 162.22 feet to the East right of way line of the frontage road; thence S0°00'44"W along said East right of way line for 2.25 feet; thence S89°59'16"E for 163.76 feet to the true point of beginning.

Parcel 2

Part of Lot 1, Block 1, Westwood Heights 15th Addition, an Addition to the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right of way line of Augusta Avenue; thence Northwesterly along the Northerly right of way line of said Augusta Avenue on a curve to the left (having a radius of 530.00 feet) for an arc distance of 160.34; thence South 89°54'16" West on the Northerly right of way line of said Augusta Avenue for 675.54 feet; thence continuing on said Northerly right of way line of Augusta Avenue along a curve to the left (having a radius of 240.00 feet) for an arc distance of 107.98 feet to the True Point of Beginning; thence north 30°57'06" West for 46.77 feet; thence North 89°59'16" West for 166.18 feet to the East right of way line of the frontage road; thence South 00°00'44" West along said East right of way for 15.30 feet; thence continuing on said East right of way line along a curve to the left (having a radius 83.50 feet and long chord bearing South 16°48'55" East for 48.34 feet) an arc distance of 49.05 feet; thence continuing on said East right of way line along a curve to the right (having a radius of 116.50 feet and long chord bearing South 20°31'04" East for 52.91 feet) an arc distance of 53.37 feet; thence continuing on said East right of way line South 32°31'47" East for 20.09 feet to the Northerly right of way line of Augusta Avenue; thence Easterly on said Northerly right of way line along a curve to the left (having a radius of 190.00 feet and a long chord bearing North 61°45'39" East for 98.73 feet) an arc distance of 99.88 feet; thence continuing on said Northerly right of way line along a curve to the right (having a radius of 240.00 feet and long chord bearing North 55°24'50" East for 72.71 feet) an arc distance of 72.99 feet to the True Point of Beginning.

AND

Commencing at the Southeast corner of said Lot 1, Block 1, said point being on the Northerly right-of-way line of Augusta Avenue; thence Northwesterly on the Northerly right-of-way line of Augusta Avenue on a curve to the left (radius being 530.00 feet), 160.34 feet to a point of tangency; thence South 89°54'16" West on the Northerly right-of-way line of said Augusta Avenue, 675.54 feet to a point of curve; thence Southwesterly on the Northerly right-of-way line of said Augusta Avenue on a curve to the left (radius being 240.00 feet), 107.98 feet; thence North 30°57'06" West, 46.77 feet to the True Point of Beginning; thence continuing North 30°57'06" West, 4.64 feet; thence North 89°59'16" West, 163.76 feet to the East right-of-way line of the frontage road; thence South 00°00'44" West along said East right-of-way line for 3.98 feet; thence South 89°59'16" East for 166.18 feet to the Point of Beginning.

NOTE FOR INFORMATION: Being Parcel No. 3218 4659 25 (Parcel 1), 3218 4674 25 (Parcel 1), 3218 4670 25 (Parcel 1), 3218 4667 25 (Parcel 1), 3218 4665 25 (Parcel 1), 3218 4672 25 (Parcel 1), 3218 4663 25 (Parcel 1), 3218 4668 25 (Parcel 1) and 3218 5660 25 (Parcel 2), of the City of Omaha, County of Douglas.

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