

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

THIS AGREEMENT (the "Agreement") is made as of this 4th day of April 2022, by and between The Huntington National Bank, a national banking association ("Lender"), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("Tenant"), and G&I X MONTCLAIR ON CENTER LLC, a Delaware limited liability company (collectively, "Landlord" and "Borrower").

RECITALS

- A. Landlord is the owner of those certain premises described on Exhibit 1 annexed hereto and made a part hereof and commonly known as 13003 West Center Road, Omaha, Nebraska 68144-3752 (together with the improvements located thereon, the "Property");
- B. Under the terms of a certain Shopping Center Lease (the "Lease"), Landlord, or a predecessor in interest, leased to Tenant, or a predecessor in interest, all or a portion of the Property, as more particularly described in the Lease;
- C. Lender has made a mortgage loan to Landlord or is about to make a mortgage loan to Landlord secured by a mortgage or deed of trust encumbering the Property, which includes an assignment of Landlord's interest in the Lease (the "Mortgage").
- D. The Mortgage constitutes a lien upon the Property;
- E. Tenant desires to be assured of Tenant's rights under the terms of its Lease and is willing to enter into this Agreement to induce Lender to recognize Tenant's rights under the Lease; and
- F. Lender is willing to enter into this Agreement on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord hereby agree as follows:

- 1. Provided Lender complies with the provisions of Paragraph 2 hereof, the Lease is and shall be subject and subordinate in all respects to the lien imposed by the Mortgage (the term Mortgage shall include any amendment, renewal, modification, replacement or extension hereafter made), and all advances made or to be made thereunder and all amounts secured thereby.
- 2. In the event of the foreclosure of the Mortgage or a sale of the Property under a power of sale in the Mortgage, or the acquisition of a deed to the Property in lieu of foreclosure by Lender prior to the expiration of the Lease, including any extensions and renewals of the Lease, provided Tenant is not in default beyond the expiration of any applicable notice or grace period under any of the terms, covenants and conditions of the Lease on its part to be observed and performed, Lender does

hereby agree as follows:

- (a) Tenant's occupancy of the Premises shall not be disturbed by Lender;
- (b) The Lease shall continue in full force and effect and Lender shall not interfere with Tenant's rights and privileges thereunder and will thereby establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement); and
- (c) Lender shall not join Tenant as a party defendant in any action for the purpose of terminating Tenant's interest under the Lease due to any default by Landlord or its successors under the Mortgage; provided, however, Lender shall not in any way or to any extent be liable to Tenant:
 - (i) For any past act or omission to act or default on the part of the original or any prior landlord under the Lease and Tenant shall have no right to assert any damages arising therefrom against Lender except for damages, offsets, defenses, claims or counterclaims expressly provided for under the Lease; and provided, however, that such absence of liability or unavailability of claims for damages, offsets, defenses, claims or counterclaims shall not be deemed to permit the repetition or continuation of any such act or omission (or the continuation of a condition from a past act or omission) not otherwise permitted under the Lease;
 - (ii) For any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord (unless paid pursuant to the express terms of the Lease), and not delivered to Lender;
 - (iii) For any modification or amendment to the Lease hereafter made without Lender's consent which results in a material reduction of any rent or other charges payable by Tenant under the Lease or which materially increases the obligations of Landlord under the Lease unless such modification or amendment is entered into by Landlord and Tenant to evidence the exercise of any expansion, renewal or termination options expressly set forth in the Lease.

3. Provided that the conditions and agreements set forth herein, including non-disturbance, are complied with, in the event of the foreclosure of the Mortgage or a judicial sale of the Property, or the acquisition of a deed to the Property in lieu of foreclosure by Lender prior to the expiration date of the Lease, including any extensions and renewals of the Lease, Tenant hereby covenants and agrees to make full and complete attornment to Lender for the balance of the term of the Lease, including any extensions and renewals thereof (to the extent elected by Tenant from time to time), upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement), and Tenant will thereafter make all rent payments directly to Lender. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Landlord under the Lease. Landlord hereby irrevocably authorizes and directs Tenant to make all rent payments

directly to Lender upon receipt of such notice from Lender.

4. It is understood and agreed that until Lender shall become the owner of the Property, Lender shall not have any responsibility as owner of the Property or as landlord under the Lease. Tenant hereby acknowledges and agrees that in the event Lender or its affiliate, successor, designee or assignee shall become the owner of the Property, that any liability or obligation of the landlord under the Lease shall be limited to the landlord's interest in the Property and no recourse shall be had to any other assets of Lender or its affiliate, successor, designee or assignee. Subject to the foregoing limitation as to landlord's interest in the Property, during such time as Lender or its affiliate, successor, designee or assignee shall be the owner of the Property, Tenant may exercise any right or remedy provided in the Lease or by law in the event of any failure to perform any obligation of the landlord under the Lease.

5. Tenant agrees to use its reasonable efforts to send a copy of any notice or statement under the Lease to Lender (at Lender's address as given herein or the last address of Lender furnished to Tenant in writing as described in paragraph 6) at the same time as such notice or statement is sent to the Landlord under the Lease, whenever any such notice or statement alleges a default by, or failure on the part of, the Landlord to perform its duties under the Lease. Notwithstanding anything contained herein to the contrary, failure to send such notice shall not impair the validity of Tenant's notice to Landlord.

6. Tenant hereby agrees that, from and after the date hereof, in the event of any act or omission by the Landlord under the Lease which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right (a) until it has given written notice of such act or omission, by registered or certified mail, return receipt requested, addressed to Lender, at Lender's address as given herein or at the last address of Lender furnished to Tenant in writing (by registered or certified mail addressed to Tenant at Tenant's address as given herein or the last address of Tenant furnished to Lender by written notice in the manner above specified), and (b) if the default by Landlord is of a nature which can be cured by Lender, and if Lender is proceeding with diligence to cure such default, until expiration of thirty (30) days beyond the receipt of written notice from Tenant (provided that Tenant has not been materially deprived of the effective use and occupancy of the Premises for the normal operation of Tenant's business).

7. Except as expressly permitted in the Lease, Tenant will not make any prepayment of rent for a period in excess of one (1) month.

8. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, and their respective successors and assigns. For the purposes hereof, any purchaser at a sale foreclosing the Mortgage or at a sale conducted under a power of sale in the Mortgage or otherwise acquiring the Property (for the purposes hereof, acquisition of title to the Property by deed in lieu of mortgage foreclosure, shall be deemed a purchase at a sale) shall be deemed a successor to Lender.

9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute the same Agreement. This Agreement shall not be binding on or enforceable against any party hereto unless executed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and behalf, by its officers duly authorized, the date and year first written above.

Address:

Legal Department – HC0323
41 South High Street, 3rd Floor
Columbus, Ohio 43287

LENDER:

The Huntington National Bank

By: _____

Title: _____

Lauren Baltic
Lauren Baltic

Address:

Attn: Lease Administration
1111 Polaris Parkway, Ste 2H
Mail Code: OH1-0241
Columbus, OH 43240

TENANT:

JPMorgan Chase Bank, National Association

By: _____

MengQing Jiang
MengQing Jiang

Title: Vice President

Address:

c/o Chase Properties
3333 Richmond Road, Suite 320
Beachwood, Ohio 44122

LANDLORD:

G&I Montclair On Center LLC

By: _____

Title: _____

After recording, return to:

JPMorgan Chase Bank, National Association
1111 Polaris Parkway, Suite 2H
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration

LENDER'S NOTARY

STATE OF Pennsylvania

) SS

COUNTY OF Allegheny

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lauren Bantz, AVP of Huntington Bank, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such AVP appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of March, 2022

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

My Commission Expires: Sept 25, 2024

TENANT'S NOTARY

STATE OF OHIO _____)

) SS

COUNTY OF DELAWARE _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MengQing Jiang** of JPMorgan Chase Bank, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such she appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February, 2022.



Lisa Ransom
Notary Public, State of Ohio
My Commission Expires
January 8, 2026

[Signature]
Notary Public

My Commission Expires: 1/8/2026

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and behalf, by its officers duly authorized, the date and year first written above.

LENDER:

The Huntington National Bank

Address:

Legal Department – HC0323
41 South High Street, 3rd Floor
Columbus, Ohio 43287

By: _____

Title: _____

TENANT:

JPMorgan Chase Bank, National Association

Address:

Attn: Lease Administration
1111 Polaris Parkway, Ste 2H
Mail Code: OH1-0241
Columbus, OH 43240

By:  _____

MengQing Jiang

Title: Vice President

LANDLORD:

G&M Montclair On Center LLC

Address:

c/o Chase Properties
3333 Richmond Road, Suite 320
Beachwood, Ohio 44122

By:  _____ Yoel Mayerfeld

Title: Vice President

After recording, return to:

JPMorgan Chase Bank, National Association
1111 Polaris Parkway, Suite 2H
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration

LENDER'S NOTARY

STATE OF _____)

) SS

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, _____ of _____, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

TENANT'S NOTARY

STATE OF OHIO _____)

) SS

COUNTY OF DELAWARE _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MengQing Jiang** of JPMorgan Chase Bank, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such she appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of February, 2022.



Lisa Ransom
Notary Public, State of Ohio
My Commission Expires
January 8, 2026

Lisa Ransom
Notary Public

My Commission Expires: 1/8/2026

Exhibit 1

Property 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; 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

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)**

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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