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FORSYTH CO. NC FEE \$26.00

PRESENTED & RECORDED

06/12/2018 01:34:06 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: OLIVIA DOYLE

ASST

BK: RE 3409

PG: 2196 - 2206

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Instrument Prepared By:

Conn Appliances, Inc.
2445 Technology Forest Blvd., Suite 800
The Woodlands, TX 77381
Attention: Real Estate Counsel

Upon Recordation Return to:

Conn Appliances, Inc.
2445 Technology Forest Blvd., Suite 800
The Woodlands, TX 77381
Attention: Real Estate Counsel

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") executed this 11th day of June 2018, between FIELDPOINT PRIVATE BANK & TRUST ("Mortgagee") and CONN APPLIANCES, INC., a Texas corporation ("Tenant").

WITNESSETH:

WHEREAS, Y&O WS LLC, a Delaware limited liability company ("Landlord") and Tenant are parties to that certain lease (the "Lease") dated September 26, 2014 (as same may be amended and modified from time to time) relating to certain premises located in Winston-Salem, North Carolina (the "Premises"), said Premises being more particularly described in the Lease and being situated on a portion of the real property described in Exhibit A attached hereto and made a part hereof; and

submitted electronically by "Craig Jenkins Liipfert & Walker LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Forsyth County Register of Deeds.

WHEREAS, Mortgagee has committed to make a or has made a mortgage loan to Landlord secured by a Mortgage dated of even date herewith ("Mortgage") covering the Premises;

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, and except as provided in this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.

2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure), agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant is not in material default under the Lease beyond any applicable notice and cure period. So long as Tenant is not in default, beyond any cure period given Tenant, in 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 name Tenant as a party defendant in any foreclosure action unless such joinder is required by law to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Mortgagee (but which shall not amend the terms of the Lease or otherwise diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises. Notwithstanding the foregoing, said attornment is to be effective and self-operative immediately upon Mortgagee succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of the parties hereto. Upon attornment Tenant shall be bound to Mortgagee and Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Mortgagee were the landlord under the Lease.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will deliver to Mortgagee a copy of all written notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), except those of a continuing nature; or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except (i) offsets specifically provided for in the Lease, or (ii) those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided in Paragraph 4 above; or

(c) bound by any rent or Additional Charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's consent which would (i) reduce fixed minimum rent, or (ii) reduce any other monetary obligation of Tenant under the Lease.

(e) liable for the return of any security deposit except to the extent actually received by Mortgagee as successor landlord.

6. Mortgagee consents to the application and disposition of casualty proceeds and condemnation awards in accordance with the Lease.

7. Landlord has by a separate Assignment of Leases and Rents (below referred to as the "**Assignment of Leases**") assigned its interest in the rents and payments due under the Lease to Mortgagee as security for repayment of the Mortgage. If in the future there is a default by the Landlord in the performance and observance of the terms of the Mortgage, the Mortgagee may, at its option under the Assignment of Leases, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Mortgagee, Landlord hereby authorizes and directs Tenant, and Tenant agrees, to pay any payments due under the terms of the Lease to Mortgagee. The Assignment of Leases does not diminish any obligations of the Landlord under the Lease or impose any such obligations on the Mortgagee.

8. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure) of the parties.

9. Any notices under this Agreement may be delivered by hand or sent by commercial delivery services or United States Postal Service express mail, in either case for

overnight delivery with proof of service, or sent by certified mail, return receipt requested, to the following addresses:

To Tenant:	Conn Appliances, Inc. 2445 Technology Forest Blvd., Suite 800 The Woodlands, TX 77381 Attention: Vice President, Real Estate Copy To: Real Estate Counsel
To Mortgagee:	Fieldpoint Private Bank & Trust 100 Field Point Road Greenwich, CT 06830 Attention: James Savage
To Landlord:	Y&O WS LLC c/o Y&O Group, LLC 366 North Broadway, Suite 406 Jericho, NY 11753 Attention: Yoav Rubenstein

The notice shall be deemed to have been given on the date it was actually received.

10. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.

11. This Agreement may be executed and delivered in counterparts for the convenience of the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

FIELDPOINT PRIVATE BANK & TRUST

By: 
Print Name: RUSSELL HARRY HOLLAND
Print Title: CHIEF CREDIT OFFICER
Date: _____

TENANT:

CONN APPLIANCES, INC., a Texas corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

LANDLORD:

Y&O WS LLC
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

FIELDPOINT PRIVATE BANK & TRUST

By: _____
Print Name: _____
Print Title: _____
Date: _____

TENANT:

CONN APPLIANCES, INC., a Texas corporation

By: 2 A 4
Print Name: Lee Wright
Print Title: CFO
Date: 6-8-18

———LANDLORD:

Y&O WS LLC
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

FIELDPOINT PRIVATE BANK & TRUST

By: _____
Print Name: _____
Print Title: _____
Date: _____

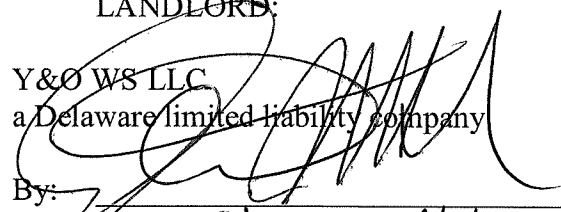
TENANT:

CONN APPLIANCES, INC., a Texas corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

LANDLORD:

Y&O WS LLC
a Delaware limited liability company

By: 
Print Name: Steven I. Holm
Print Title: Authorized Signatory
Date: _____

STATE OF Connecticut)
) SS:
 COUNTY OF Fairfield)

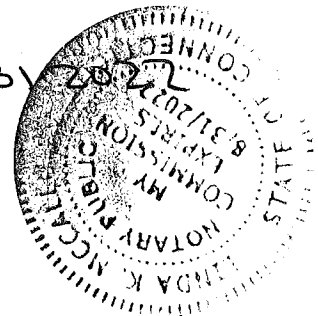
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Russell Harry Holland, as CHIEF CREDIT OFFICER of Fieldpoint Private Bank & Trust, on behalf of bank, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this 7th day of June, 20 18.

[NOTARY SEAL]



Linda K. McCallum
 Notary Public
 State of Connecticut
 My Commission expires: 8.31.2022



STATE OF TEXAS)
) SS:
 COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____ as _____ of CONN APPLIANCES, INC., a Texas corporation, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 20____.

 Notary Public
 State of Texas
 My Commission expires:

[NOTARY SEAL]

STATE OF)
) SS:
 COUNTY OF)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of Fieldpoint Private Bank & Trust, on behalf of bank, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

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

 Notary Public
 State of
 My Commission expires:

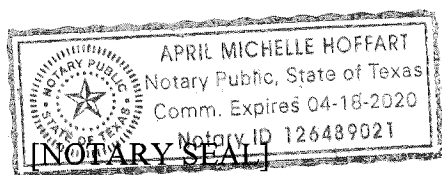
[NOTARY SEAL]

STATE OF TEXAS)
) SS:
 COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Lee Wright as CFO of CONN APPLIANCES, INC., a Texas corporation, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

2018 WITNESS my hand and official seal this 8 day of June,

April M. Hoffart
 Notary Public
 State of Texas
 My Commission expires:



STATE OF New York)
) SS:
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven I. Holm as Authorized Signatory of Y&O WS LLC a Delaware limited liability company, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7th day of June 2018.

MSR

Notary Public

State of *New York*

My Commission expires: 2/23/19

[NOTARY SEAL]

MARC S. BRODSKY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BR6320019
Qualified in New York County
My Commission Expires February 23, 2019

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the City of Winston-Salem, Forsyth County, North Carolina, and being shown and designated as Parcel "C", containing approximately 4.972 acres, on that certain subdivision plat entitled "Final Subdivision Plat For: Pavilion Winston-Salem", and recorded in Plat Book 62, pages 104-106 in the Office of the Register of Deeds for Forsyth County, North Carolina.