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FORSYTH CO. NC FEE \$26.00
 PRESENTED & RECORDED
 11/16/2023 02:42:57 PM
 LYNNE JOHNSON
 REGISTER OF DEEDS
 BY: OLIVIA DOYLE, ASST
 BK: RE 3781
 PG: 4483 - 4491

After Recording Please Return To:

Womble Bond Dickinson (US) LLP
 One West Fourth Street
 Winston-Salem, NC 27101
 Attn: Scott A. Schaaf

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN AGREEMENT (this "**Agreement**") is entered into as of November __, 2023 (the "**Effective Date**"), between TRUIST BANK, a North Carolina banking corporation, whose address is 3318 W. Friendly Ave., Floor 2, Greensboro, NC 27410, Attn: Nathan Myers ("**Lender**"), and RALPH LAUREN CORPORATION, a Delaware corporation, whose address is 100 Metro Boulevard, Nutley, NJ 07110, Attn: Legal Department, Real Estate Counsel ("**Tenant**"), with reference to the following facts:

A. Carolina Income Properties XV, LLC, a North Carolina limited liability company, whose address is c/o Front Street Capital, 450 N. Patterson Ave., Suite 300, Winston-Salem, NC 27101, Attn: Robert A. Team, Jr. ("**Landlord**"), owns, or is the contract purchaser of, the real property located at 2755 NC 66 South, High Point, North Carolina (such real property, including all buildings, improvements, structures and fixtures located thereon, "**Landlord's Premises**"), as more particularly described in Schedule A. **EXHIBIT NOT ATTACHED AT RECORDING**

B. Lender and Landlord intend to enter into that certain Construction Loan Agreement (as amended, increased, renewed, extended, spread, consolidated, restated or otherwise modified from time to time, the "**Loan Agreement**"), for a loan to Landlord in the original principal amount of up to \$19,000,000.00 (the "**Loan**").

C. To secure the Loan, Landlord shall encumber Landlord's Premises by entering into that certain Second Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing in favor of BB&T Collateral Service Corporation, as Trustee for the benefit of Lender as beneficiary (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "**Security Instrument**") to be recorded in the Register of Deeds of Forsyth County, North Carolina (the "**Records**").

D. Pursuant to a Distribution Center Facility Lease, dated as of April 21, 2014, as amended on August 18, 2014, July 22, 2015 and August 10, 2023 (together with all rights, remedies and options of Tenant thereunder and all right, title and interest of Tenant in and to the Landlord's Premises, the "**Lease**"); Landlord demises to Tenant Landlord's Premises ("**Tenant's Premises**"), as more particularly described in

Submitted electronically by Kilpatrick Townsend & Stockton LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

the Lease.

E. A Memorandum of Lease with Certain Options and Rights was recorded in the Register of Deeds of Forsyth County, North Carolina on April 23, 2014, at Book 3175, Page 2664, as amended by that certain Amendment to Memorandum of Lease with Certain Options and Rights, recorded in the Register of Deeds of Forsyth County, North Carolina on October 2, 2023 at Book 3775, Page 2609.

F. Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

1. *Definitions.*

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Construction-Related Obligation.* A "**Construction-Related Obligation**" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligations" shall not include day-to-day maintenance and repairs.

1.2 *Foreclosure Event.* A "**Foreclosure Event**" means: (a) foreclosure under the Security Instrument; (b) any other exercise by Lender of rights and remedies (whether under the Security Instrument or under applicable law, including bankruptcy law) as holder of the Loan and/or the Security Instrument, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.3 *Former Landlord.* A "**Former Landlord**" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4 *Offset Right.* An "**Offset Right**" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.5 *Rent.* The "**Rent**" means any fixed rent, base rent or additional rent under the Lease.

1.6 *Successor Landlord.* A "**Successor Landlord**" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.7 *Termination Right.* A "**Termination Right**" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. *Subordination.*

The Lease shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Security Instrument, and all advances made under or secured by the Security Instrument.

3. *Nondisturbance, Recognition and Attornment.*

3.1 *No Exercise of Security Instrument Remedies Against Tenant.* So long as the Lease has not been terminated on account of Tenant's monetary or material non-monetary default that has continued beyond applicable cure periods (an "**Event of Default**"), Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Security Instrument unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 *Nondisturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate the Lease or disturb Tenant's rights thereunder to access, possess and use Tenant's Premises, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 *Further Documentation.* The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. *Protection of Successor Landlord.*

Notwithstanding anything to the contrary in the Lease or the Security Instrument, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Landlord.* Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment (other than Offset Rights expressly set forth in the Lease), or any act, omission, default, misrepresentation, or breach of warranty, of Former Landlord or obligations accruing prior to the date of attornment (other than any act, omission, or default which exists and/or continues after the Successor Landlord becomes the owner of the Landlord's Premises). The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease, or (c) Tenant's rights and remedies with respect to Landlord's failure to perform any Construction-Related Obligation under the Lease.

4.2 *Prepayments.* Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant (provided the foregoing shall not limit any Offset Rights or rent credits expressly provided for in the Lease) or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender. This paragraph is not intended to apply to Landlord's obligation to make any payment that constitutes a "Construction-Related Obligation."

4.4 *Modification, Amendment, or Waiver.* Any modification or amendment of the Lease, or any waiver of any terms of the Lease, in each case made subsequent to the date of this Agreement, made without Lender's written consent (not to be unreasonably withheld, conditioned or delayed), which results in a decrease in the rent (on a per square foot basis) payable under the Lease or increases Landlord's monetary obligations under the Lease, unless to the extent the same is expressly provided as a right or option of Tenant in the Lease and such right or option is properly exercised.

4.5 *Surrender, Etc.* Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, in each case made subsequent to this date of this Agreement, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.6 *Construction-Related Obligations.* Any Construction-Related Obligation of Former Landlord.

Notwithstanding anything to the contrary contained in this Agreement or the Lease, the foregoing subsections 4.1 through 4.6 shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, (ii) any Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as "Landlord" under the Lease, and (iii) Tenant's rights and remedies with respect to Landlord's failure to perform any Construction-Related Obligation under the Lease.

5. *Exculpation of Successor Landlord.*

A. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of Landlord's Premises (or any portion thereof) by Successor Landlord (collectively, "*Successor Landlord's Interest*"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. Further, neither Lender nor Successor Landlord shall have any liability or responsibility under or pursuant to the terms of the Lease and/or this Agreement after it ceases to own a fee interest in or to the Landlord's Premises, provided Lender or Successor Landlord, as applicable, complied with the obligations of "landlord" under Section 18.2 of the Lease with respect to a Transfer of Interest.

6. *Lender's Right to Cure.*

6.1 *Notice to Lender.* Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 *Lender's Cure Period.* After Lender receives a Default Notice, Lender shall have a period ten (10) business days beyond the time available to Landlord under the Lease to cure a monetary default by Landlord under the Lease and an additional thirty (30) days beyond the time available to Landlord under the Lease to cure a non-monetary default, or if such non-monetary default cannot be cured within that time, then such additional time as may be necessary if, within such thirty (30) days, Lender has commenced and

is reasonably pursuing the remedies Lender deems necessary or appropriate to cure such default (including but not limited to completion of judicial or non-judicial foreclosure proceedings, if necessary or appropriate to effect such cure) and provided that such default or breach is not materially and adversely harming Tenant's ability to conduct business at the Tenant's Premises, in which event Tenant shall not terminate the Lease so long as Lender continues to pursue its remedies under the security instruments (e.g., obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity or obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default). The foregoing is not intended to limit, or extend the date for Tenant to exercise, any of Tenant's express rights and remedies under the Lease with respect to the applicable default (except for Tenant's termination right). Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

7. *Intentionally Omitted*

8. *Miscellaneous.*

8.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Security Instrument, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Security Instrument and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

8.4 *Interaction with Lease and with Security Instrument.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Security Instrument. Lender confirms that Lender has consented to Landlord's entering into the Lease.

8.5 *Lender's Rights and Obligations.* Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate (provided Lender does not become Successor Landlord), without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

8.6 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of North Carolina, excluding its conflict of laws principles.

8.7 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 *Due Authorization.* Each of the parties hereto represents that it has full authority to enter into this Agreement and that its entry into this Agreement has been duly authorized by all necessary actions.

8.10 *Consequential Damages.* In no event shall either party hereto and/or its successors and assigns be liable for any incidental, consequential, punitive, or exemplary damages in connection with this Agreement, the Lease and the Security Instrument.

8.11 *Payments to Lender after Default under Security Instrument.* Landlord's interest under the Lease and the rent and all other sums due thereunder have been assigned to Lender as part of the security for the Loan, and in the event that Lender provides 30 days' advanced written notice to Tenant of a default under the Security Instrument and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without any obligation on the part of Tenant to provide notice to or obtain the consent of Landlord or to determine whether a default actually exists under the Security Instrument and notwithstanding any contrary instructions of or demands from Landlord. Until Tenant receives any such request from Lender, Tenant will pay all of said rent to Landlord in accordance with the terms of the Lease.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by Lender and Tenant as of the Effective Date.

LENDER

TRUIST BANK,
a North Carolina banking corporation

By: Nathan Myers (SEAL)
Name: Nathan Myers
Title: Senior Vice President

Guilford County, State of North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document: Nathan Myers

November 14, 2023

Date: October __, 2023

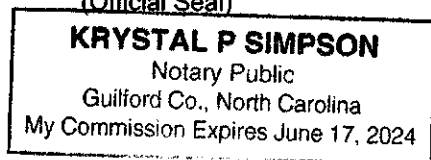
name(s) of principal(s)

Krystal P Simpson
(official signature of Notary)

Krystal P Simpson, Notary Public
(Notary's printed or typed name)

(Official Seal)


My commission expires: June 17, 2024



[SIGNATURE PAGES CONTINUE]

TENANT

RALPH LAUREN CORPORATION,
a Delaware corporation

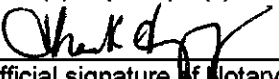
By:  (SEAL)
Name: Avery Fischer
Title: Chief Legal Officer & Secretary

Hudson County, State of New Jersey

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/~~she~~ signed the foregoing document: Avery Fischer

name(s) of principal(s)

Date: October 27, 2023


(official signature of Notary)

Thomas K. Legg, Notary Public
(Notary's printed or typed name)

My commission expires: Feb. 22, 2026



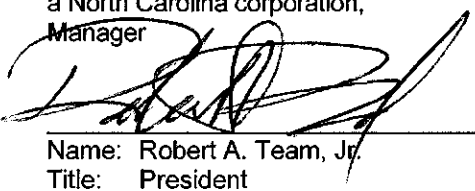
LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument or the Lease. The above Agreement discharges any obligations of Lender under the Security Instrument and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement. Landlord hereby authorizes and directs Tenant to abide by any written notice from Lender or Successor Landlord to pay the rents and all other sums due under the Lease directly to Lender or Successor Landlord. Landlord waives all claims against Tenant for any sums so paid at Lender or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Lender or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Lender or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

LANDLORD

CAROLINA INCOME PROPERTIES XV, LLC,
a North Carolina limited liability company

By: Team Concepts, Inc.,
a North Carolina corporation,
Manager

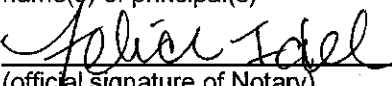
By:  (SEAL)
Name: Robert A. Team, Jr.
Title: President

Forsyth County, State of North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document: Robert A. Team, Jr.

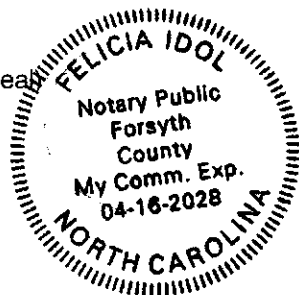
name(s) of principal(s)

Date: 11-6, 2023


(official signature of Notary)

Felicia Idol, Notary Public
(Notary's printed or typed name)

(Official Seal)



My commission expires: 04-16-2028