

After recording, return to:

Jackson Walker LLP
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attn: Colter Harris

SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENMENT AGREEMENT (this "Agreement") is entered into as of March 15, 2016, but will be effective as of the date of the closing of the Loan (the "Effective Date"), by and between BANK OF AMERICA, N.A., a national banking association ("Agent"), whose address is 901 Main St., 20th Floor, Dallas, Texas 75202, Attention: Real Estate Administration, as administrative agent for such other Lenders (collectively, the "Lenders"), and Collin County Texas, a political subdivision of the State of Texas, whose address is 2300 Bloomdale Rd., Suite 3160 McKinney, Texas 75071 ("Tenant"), with reference to the following facts:

A. Megillah Realty (Redbud McKinney) ADA Compliant Limited Partnership, a Texas limited partnership, whose address is 4444 St-Catherine West, Westmount, Quebec H3Z IR2, Canada ("Landlord"), will own or owns the real property (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises") as more particularly described in Schedule A.

B. Agent and the Lenders have made or will be making a loan to Landlord (the "Loan"), all as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain deed of trust, together with an assignment, security agreement and fixture filing (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the Official Records of Collin County, Texas (the "Official Records").

D. Pursuant to a Lease Agreement between **McKinney North Central Business Park , L.P. and Collin County Texas, a political subdivision of the State of Texas**, dated on or about **July 7, 2003**, as amended on **July 25, 2008**, by certain First Amendment to Lease, on **July 8, 2013**, by certain Second Amendment to Lease and **December 4, 2014** by certain Third Amendment to Lease Agreement(the "Lease"); Landlord demised to Tenant **24,712 square feet** Landlord's Premises ("Tenant's Premises"). Tenant's Premises are commonly known as **2010 Redbud Blvd., McKinney, Texas, Suite 102**.

E. Tenant and the Lenders 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 and intending to be legally bound hereby, Tenant and the Lenders agree:

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

1.1 “Civil Asset Forfeiture Reform Act” means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 “Construction-Related Obligation(s)” 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: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 “Controlled Substances Act” means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 “Foreclosure Event” means: (a) foreclosure under the Mortgage, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by Agent or Lenders of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or as beneficiary under the Mortgage, as a result of which any Successor Landlord becomes owner of Landlord’s Premises; or (c) delivery by Landlord to Agent, for the benefit of Lenders, (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.

1.5 “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.

1.6 “Loan Documents” mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This Agreement is a Loan Document.

1.7 “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.

1.8 “Rent” means any fixed rent, base rent or additional rent under the Lease.

1.9 “Successor Landlord” means any party that becomes owner of Landlord’s Premises as the result of a Foreclosure Event.

1.10 “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, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien

and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally subordinates the Lease and all of Tenant's right, title and interest thereunder and in and to Landlord's Premises (including Tenant's right, title and interest in connection with any insurance proceeds or eminent domain awards or compensation relating to Landlord's Premises and Tenant's right to receive and retain any rentals or payments made under any sublease or concession agreement of or relating to any portion of Tenant's Premises), to the lien of the Mortgage and all of Lenders' rights and remedies thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord's Premises prior and superior to the Lease.

3. Nondisturbance; Recognition; and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Agent, acting on behalf of Lenders, shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of the Lender's rights and remedies arising upon a default by Landlord under the Mortgage unless (a) applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Agent on behalf of the Lenders of any Rent at any time owing by Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Agent or Lenders to enter Landlord's Premises for the purpose of making any inspection or assessment, or in order to protect the value of Lenders' security provided by the Mortgage. In any instance in which Agent or Lenders are permitted to join Tenant as a defendant as provided above, Agent and Lenders agree not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Agent or Lenders from (i) carrying out any nonjudicial foreclosure proceeding under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord's Premises as and when permitted under applicable law.

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 or disturb Tenant's possession of Tenant's Premises under the Lease, 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 Use of Proceeds. Agent, acting on behalf of Lenders, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Agent represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom Agent disburses such advances, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

3.4 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.

3.5 Default Under Mortgage. In the event that Agent notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Agent, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Agent, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Agent and a release and discharge of all liability of Tenant to Landlord for any such payments made to Agent in compliance with Agent's written demand.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, 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. (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, or (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.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Property.

4.3 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.

4.4 Payment: Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Agent. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification: Amendment: or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Agent's written consent.

4.6 Surrender: Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease.

5. Exculpation of Successor Landlord. 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, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises 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. In addition to any limitation of liability set forth in this Agreement, Agent and the Lenders and/or their successors and assigns shall under no circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Agent's Right to Cure.

6.1 Notice to Agent. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Tenant shall provide Agent 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 Agent's Cure Period. After Agent receives a Default Notice, Agent and the Lenders shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Agent and the Lenders 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 Agent or the Lenders agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Agent or the Lenders undertake to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, the cure period shall continue for such additional time (the "Extended Cure Period") as Agent or the Lenders may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Confirmation of Facts. Tenant represents to Agent and to any Successor Landlord, in each case as of the Effective Date:

7.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

7.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

7.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

7.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

7.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

7.6 Commencement Date. The "Commencement Date" of the Lease was **August 15, 2003**.

7.7 Acceptance. (a) Tenant has accepted possession of Tenant's Premises; and (b) Landlord has performed all Construction-Related Obligations related to Tenant's initial occupancy of Tenant's Premises and Tenant has accepted such performance by Landlord.

7.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than sublease(s) made in compliance with the Lease.

7.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.10 No Violations of Laws. Tenant has not violated, and shall not violate, any laws affecting Tenant's Premises, including the Controlled Substances Act, or which could otherwise result in the commencement of a judicial or nonjudicial forfeiture or seizure proceeding by a governmental authority (including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act) on the grounds that Tenant's Premises or any part thereof has been used to commit or facilitate the commission of a criminal offense by any person, including Tenant, pursuant to any law, including the Controlled Substances Act, regardless of whether or not Tenant's Premises is or shall become subject to forfeiture or seizure in connection therewith.

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 Section. 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 Agent or the Lenders assigns the Mortgage, 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 Lenders and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lenders as to the subject matter of this Agreement.

8.4 Interaction with Lease and with Mortgage; Severability. 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 beneficiary of, the Mortgage. Agent confirms that Agent has consented to Landlord's entering into the Lease. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Agent's and Lenders' Rights and Obligations. Except as expressly provided for in this Agreement, Agent and the Lenders 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 Agent and the Lenders under this Agreement shall terminate, 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 Texas, excluding its principles of conflict of laws.

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 Agent's Representation. Agent represents that Agent has full authority to enter into this Agreement, and Agent's entry into this Agreement has been duly authorized by all necessary actions.

8.10 Reliance by Lender. Tenant acknowledges the right of Agent and Lenders (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered under seal by Agent and Tenant as of the Effective Date.

AGENT:

BANK OF AMERICA, N.A.,
a national banking association,
as Administrative Agent

By: _____
Name: _____
Title: _____

State of _____ §
 §
County of _____ §

This instrument was acknowledged before me on _____, 2016, by _____ of Bank of America, N.A., a national banking association, on behalf of said banking association.

Printed Name: _____
Notary Public, State of _____

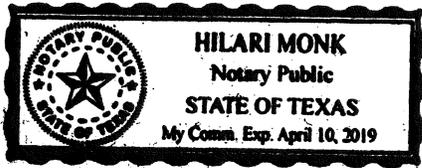
TENANT:

Collin County Texas,
a political subdivision of the State of Texas

By: [Signature]
Name: Keith Self
Title: County Judge

State of Texas §
County of Collin §

This instrument was acknowledged before me on April 18, 2010, by Keith Self, County Judge of Collin County, a political subdivision of Texas on behalf of said political subdivision.



[Signature]
Printed Name: Hilari Monk
Notary Public, State of Texas

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 Mortgage or the Lease. The above Agreement discharges any obligations of the Lenders or Agent under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Agent upon receipt of a notice as set forth in Section 3.5 above from Agent and Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage. Landlord is not a party to the above Agreement.

LANDLORD:

Megillah Realty (Redbud McKinney) ADA
Compliant Limited Partnership
a Texas limited partnership

By: _____

Name: _____

Title: _____

Dated: _____, 20____

State of _____ §

§

County of _____ §

This instrument was acknowledged before me on _____, 20____, by
_____, _____ of _____, a
_____, on behalf of said _____.

Printed Name: _____

Notary Public, State of _____

SCHEDULE A

Description of Landlord's Premises

TRACT 1:

LOT 2RC2, BLOCK E, OF MINOR REPLAT OF BRAY CENTRAL TWO ADDITION, LOTS 2RC2 AND 6, BLOCK E, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2006, PAGE 454, MAP RECORDS, COLLIN COUNTY, TEXAS., AND UNDER CLERK'S FILE NO. 20060711010902980, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.

TRACT 2:

LOT 5R, BLOCK E, OF BRAY CENTRAL TWO ADDITION, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME R, PAGE 185, MAP RECORDS, COLLIN COUNTY, TEXAS, UNDER CLERK'S FILE NO. 2005-0168248, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.

TRACT 3:

LOT 4R, BLOCK E, OF BRAY CENTRAL TWO ADDITION, AN ADDITION TO THE CITY OF MCKINNEY, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME R, PAGE 185, MAP RECORDS, COLLIN COUNTY, TEXAS, AND UNDER CLERK'S FILE NO. 2005-0168248, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.

TRACT 4:

MUTUAL ACCESS AND EASEMENT AGREEMENT EXECUTED BY AND BETWEEN GEOJOJO BUSINESSES LP, A TEXAS LIMITED PARTNERSHIP, PAELLA INDUSTRIAL PARTNERS LP A TEXAS LIMITED PARTNERSHIP AND MCKINNEY NORTH CENTRAL BUSINESS PARK, LP A TEXAS LIMITED PARTNERSHIP DATED JULY 18, 2006, FILED JULY 19, 2006, RECORDED UNDER CLERK'S FILE NO. 20060719001013620, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.