

Parcel ID: 14-386-0001 and 14-409-0012

File 2265942FA

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THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of July 19, 2022, which date shall be the effective date of this Agreement, between **National Vision, Inc.**, a Georgia corporation (together with its successors and/or assigns, "Tenant"), **IC1 Clinton Pines, LLC**, ("Landlord"), and **TIAA, FSB** ("Lender").

RECITALS

A. Tenant is the lessee under that Lease dated February 14, 2020 between Tenant, as lessee, and Landlord, as lessor (as the same may from time to time be assigned, subleased, renewed, extended, amended, restated, modified or supplemented, collectively the "Lease") for certain premises located in Clinton Pines as more particularly described as 1917 West 1800 North, Clinton, UT 84015 (the "Premises");

B. Lender has made and/or will in the future make loans, letters of credit or other credit facilities available for or on behalf of Landlord and the obligations of Landlord under such credit facilities are secured by a lien on certain real property and improvements pursuant to (a) that Mortgage dated June 16, 2022 of Landlord in favor of Lender (as amended, restated, modified or supplemented, the "Mortgage"), and (b) that Assignment of Rents dated June 16, 2022 of Landlord in favor of Lender (as amended, restated, modified or supplemented, the "Assignment of Rents");

C. Lender has requested that Tenant confirm that the Lease is subject and subordinate to the Mortgage;

D. Tenant is willing to confirm the subordination of the Lease, provided it obtains assurance from Lender that its possession of the premises demised under the Lease (the "Demised Premises"), which Demised Premises is all or a portion of the Premises, and its right to use any common areas will not be disturbed by reason of or in the event of the foreclosure of the Mortgage; and

E. Lender is willing to give such assurance pursuant to the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties hereto do hereby mutually covenant and agree as follows:

1. SUBORDINATION. Tenant hereby subordinates the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby to the Mortgage and the Assignment of Rents and the liens thereof, and to all present or future advances under the obligations secured thereby and to all renewals, substitutions, replacements, extensions, amendments, modifications and/or supplements of same, to the full extent of all amounts secured thereby from time to time, as though the Mortgage had been executed and recorded prior to the execution of the Lease.
2. NON-DISTURBANCE. So long as no event of default on the part of Tenant under the Lease shall exist that would entitle Landlord to terminate the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's right of possession to the Demised Premises and its rights in and to any common areas and its other rights arising out of the Lease will all be fully recognized by Lender and shall not be disturbed, canceled, terminated or otherwise affected by reason of the Mortgage or any action or proceeding instituted by Lender to foreclose the Mortgage, or any extension, renewal, consolidation or replacement of same. Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage.
3. ATTORNMEN; ACTS OF PRIOR LANDLORD. In the event that Lender takes possession of the Premises, either as the result of foreclosure of the Mortgage or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, and upon written notice to Tenant, Tenant shall attorn to Lender or such third party and recognize Lender or such third party as its landlord under the Lease, such attornment to be effective and self-operative immediately upon Lender or such third party succeeding to the interest of Landlord under the Lease, whereupon Lender or such third party will recognize and accept Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between Lender or such third party and Tenant for the full term thereof, together with all extensions and renewals thereof, and Lender or such third party shall thereafter assume and perform all of Landlord's obligations, as Landlord under the Lease with the same force and effect as if Lender or such third party were originally named therein as Landlord; *provided, however*, that Lender or such third party shall not be:
 - (a) liable for any act or omission of any prior landlord (including Landlord), but shall be obligated to cure any continuing defaults of prior landlord once notified in writing;
 - (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for such offsets or defenses relating to continuing acts or omissions;

bound by any amendment or modification of the Lease that would reduce or shorten any economic obligations of Tenant under the Lease or materially impair Landlord's rights under the Lease made without Lender's prior written consent

4. **LENDER RESPONSIBILITY.** Notwithstanding anything to the contrary in this Agreement or otherwise, in the event Lender or a third party takes possession of the Premises as provided in paragraph 3 above, the liability of Lender or such third party under the Lease shall be limited to Lender's or such third party's, as the case may be, interest in the Premises and Lender or such third party is hereby discharged and released of any other obligations hereunder or under the Lease. Upon any assignment or other transfer of Lender's or such third-party's interest in the Premises, Lender or such third party, as applicable, shall be discharged and released from any obligation or liability under the Lease arising or accruing after the date of such assignment or transfer.
5. **LEASE DEFAULTS; LENDER RIGHT TO CURE.** In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease (including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder) for a period of thirty (30) days following receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within such thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be reasonably necessary to complete the curing of such default with diligence and continuity. The foregoing shall not limit the Tenant's self-help or offset rights as specifically set forth in the Lease.
6. **LIEN OF MORTGAGE.** Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.
7. **AGREEMENT TO CONTROL.** This Agreement supersedes any inconsistent provisions of the Lease. Tenant represents and warrants that Tenant is now the sole owner of the leasehold estate created by the Lease and Tenant agrees that it shall not hereafter transfer the Lease except as permitted by the terms thereof and subject to the terms and provisions of this Agreement.
8. **ASSIGNMENT OF RENTS.** Tenant has notice that the Lease and the rent and all other sums due thereunder have been assigned to Lender pursuant to the Assignment of Rents. Tenant consents to the Assignment of Rents. In the event that Lender notifies Tenant of a default under the Assignment of Rents or the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. Such payments to Lender shall constitute full performance of Tenant's rental obligations thereof. Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of such payments.

9. NOTICES. Tenant agrees to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender: TIAA, FSB
301 West Bay Street, Floor #20
Jacksonville, FL 32202

Tenant: National Vision, Inc.
2435 Commerce Ave., Bldg. 2200
Duluth, Georgia 30096
Attn: Real Estate Dept.

Copy to: National Vision, Inc.
2435 Commerce Ave., Bldg. 2200
Duluth, Georgia 30096
Attn: General Counsel

And to: Cushman & Wakefield
575 Maryville Centre Drive, Suite 600
St. Louis, Missouri 63141
Attn: National Vision, Inc.

or to such other address as Lender shall designate in writing; and all such notices shall be in writing and shall be considered as properly given if (a) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the addressee, or (c) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery; any notice so given shall be effective, as applicable, upon (i) the third (3rd) day following the day such notice is deposited with the United States mail, (ii) delivery to the addressee, or (iii) upon delivery to such third party delivery service; and any notice given in any other manner shall be effective only if and when received by the addressee.

10. BINDING EFFECT; SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender to a party that assumes Lender's obligations and liabilities hereunder, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

11. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.
12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single instrument.
13. HEADINGS. The title and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.
14. This Agreement shall not be effective and shall be deemed null and void unless countersigned copy is returned to Tenant at the notice addresses as designated above within sixty (60) days of the date of this Agreement.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, each of the undersigned has hereunto set their hand to this Subordination, Non-Disturbance and Attornment Agreement, as of the day and year first above written.

TENANT:

National Vision, Inc., a Georgia corporation

By: Debra B. Woyce
Name: Debra B. Woyce
Title: Senior Vice President

LANDLORD:

By: Keith Anderson
Name: Keith Anderson
Title: Manager of ICI Clinton Pines, LLC

LENDER:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has hereunto set their hand to this Subordination, Non-Disturbance and Attornment Agreement, as of the day and year first above written.

TENANT:

National Vision, Inc., a Georgia corporation

By: Debra B. Woyce
Name: Debra B. Woyce
Title: Senior Vice President

LANDLORD:

By: Spencer H. Wilburt
Name: SPENCER H. WILBURT
Title: MANAGER

LENDER:

By: Alexis Carter
Name: Alexis Carter
Title: Vice President

ACKNOWLEDGEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____
Debra Wojce, personally came before me this day and acknowledged that (s)he is a _____
Senior Vice President of National Vision, Inc., a Georgia corporation, that executed the foregoing
instrument, and acknowledged to me that the same was the act of the said corporation and that (s)he
executed the same as the act of such corporation for the purposes and consideration therein expressed and
in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 15th day of June, 2022

Notary Seal:

My Commission Expires:
3/31/2026



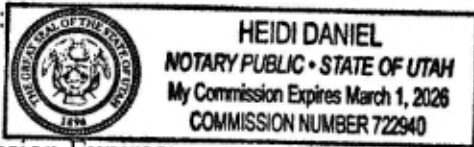
Elizabeth Lynn Dobson

STATE OF Utah
COUNTY OF Salt Lake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Keith Anderson
personally came before me this day and acknowledged that (s)he is a Manager of ICI Clifton Pines, LLC
that executed the foregoing instrument, and acknowledged to me that the same was the act of the said
limited liability company and that (s)he executed the same as the act of such limited liability company for
the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 19 day of July, 2022.

Notary Seal:



My Commission Expires:
3/1/2026

Heidi Daniel
Notary Public

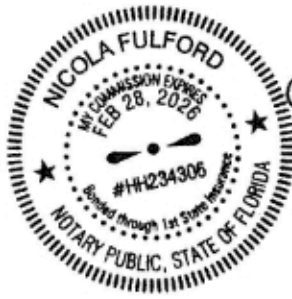
STATE OF FLORIDA
COUNTY OF Duval

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Alexis Carter personally came before me this day and acknowledged that (s)he is a Vice President at IFAA, FSB a banking corporation, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that (s)he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 16 day of June, 2022

Notary Seal:

My Commission Expires:
Feb 28, 2026



Nicola Fulford
Notary Public

EXHIBIT "A"
DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN DAVIS COUNTY, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1, CLINTON PINES SUBDIVISION, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 1A:

TOGETHER WITH AND SUBJECT TO EASEMENTS AS DESCRIBED IN THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED APRIL 11, 2003, AS ENTRY NO. 1852873, IN BOOK 3267, AT PAGE 917 OF OFFICIAL RECORDS, AND (II) THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLINTON PINES SUBDIVISION PHASE 1 COMMERCIAL SUBDIVISION RECORDED APRIL 15, 2003, AS ENTRY NO. 1854247, IN BOOK 3269, AT PAGE 692 OF OFFICIAL RECORDS, AND (III) THAT CERTAIN PLAT OF CLINTON PINES SUBDIVISION, PHASE 3, CLINTON CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 1B:

TOGETHER WITH AND SUBJECT TO RECIPROCAL EASEMENTS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 21, 2007 AS ENTRY NO. 2245996 IN BOOK 4224 AT PAGE 665 OF OFFICIAL RECORDS.

PARCEL 2:

A PART OF CLINTON PINES PHASE 4 SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AS RECORDED IN THE DAVIS COUNTY RECORDS AS ENTRY NUMBER 2140386 IN BOOK 3958 ON PAGE 118, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF 1800 NORTH STREET IN CLINTON, UTAH, SAID POINT LIES N89°56'21"E, 785.18 FEET AND S00°00'39"E, 42.00 FEET FROM THE W1/4 CORNER OF SAID SECTION 27 THENCE N89°56'21"E, 156.02 FEET; THENCE S00°18'12"E, 185.75 FEET; THENCE S89°17'30"W, 156.82 FEET; THENCE N00°00'01"E, 187.52 FEET TO THE POINT OF BEGINNING

PARCEL 2A:

TOGETHER WITH AND SUBJECT TO EASEMENTS AS DESCRIBED IN THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED APRIL 11, 2003, AS ENTRY NO. 1852873, IN BOOK 3267, AT PAGE 917 OF OFFICIAL RECORDS,

APN: 14-386-0001 and 14-409-0002

PROPERTY ADDRESS: 1917 W. 1800 NORTH, CLINTON, UT 84015 and 1803 W. 1800 NORTH, CLINTON, UT 84015