

Skamania County, WA

Total: \$215.00 Pgs=9

SUBOR AGLS

Request of: FIRST AMERICAN TITLE INSURANCE COMPANY  
eRecorded by: SMC/RTLAND

2021-001392

04/21/2021 01:42 PM

## SNDA

This instrument prepared by  
and after recording return to:

Tammy Harper

Dollar General Corporation

100 Mission Ridge

Goodlettsville, TN 37072

Abbreviated legal: PTN SEC 20, T3N, R8E WM

APN: 03082021010000

Dollar General Store No. 22272

Carson, Washington

### SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 16th day of April, 2021, by and between DG Strategic VII, LLC, a Tennessee limited liability company ("Tenant"), and, Trustmark National Bank, ("Mortgagee").

### STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated February 25, 2021 ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Clerk of Skamania County, Washington.
2. Tenant and Hix Snedeker Development, LLC, ("Landlord") have entered into that certain lease dated May 5, 2020, (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

FIRST AMERICAN NCS-1012266-OR1

## AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all 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 any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.
5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall be addressed as follows:

If to Mortgagee:	TRUSTMARK NATIONAL BANK
	248 EAST CAPITOL STREET, SUITE 800
	JACKSON, MS 39201
ATTN:	MASON DIXON
<hr/>	
If to Tenant:	DG STRATEGIC VII, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	DIRECTOR OF LEASE COMPLIANCE AND RENEWALS
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with a copy to:	DG STRATEGIC VII, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	GENERAL COUNSEL
	FACSIMILE: (615) 855-4663
	TELEPHONE: (615) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than sixty (60) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: April 15, 2021

TENANT: DG STRATEGIC VII, LLC.

Witness Signature:

Tammi Wright

BY:

Dana Francis

Witness Print:

Tammi Wright

NAME: DANA FRANCIS

Witness Signature:

Marilyn A. Horton

ITS: DIRECTOR OF LEASE COMPLIANCE  
AND RENEWALS

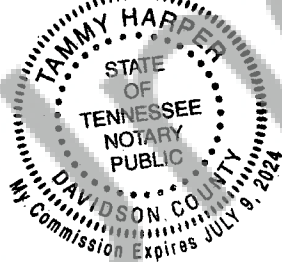
Witness Print:

Marilyn A. Horton

STATE OF TENNESSEE     )  
  ) SS  
COUNTY OF DAVIDSON    )

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Dana Francis with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Director of Lease Compliance and Renewals of DG Strategic VII, LLC, a Tennessee limited liability company, and that she as Director of Lease Compliance and Renewals, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by herself as such Director of Lease Compliance and Renewals as her own free act and deed.

Witness my hand, at office this 15<sup>th</sup> day of April, 2021.



Tammy Harper  
Notary Public

My commission: 7/9/2024

DATE: 4/16/21

MORTGAGEE: TRUSTMARK NATIONAL  
BANK,

Witness Signature:

[Signature]

BY:

[Signature]

Witness Print:

CHARLES L. MOLDEN JR.

NAME:

Maro Dixon

Witness Signature:

[Signature]

ITS:

Vice President

Witness Print:

Regan Holcombe

Unofficial Copy

STATE OF MS )  
COUNTY OF Hinds ) SS

I, the undersigned authority, a Notary Public in and for said State and County,  
hereby certify that Mason Dixon, whose name as  
VP of Trustmark Bank, is  
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day  
that, being informed of the contents of the above and foregoing instrument, he as such officer and  
with full authority, executed the same voluntarily for and as the act of said  
Trustmark Bank.

Given under my hand and seal this 16<sup>th</sup> day of April, 2021.

Angela D. Mason  
Notary Public

My commission expires: 1-31-25





EXHIBIT A

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 347 FEET; THENCE WEST 239 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER 347 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST 239 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN WIND RIVER HIGHWAY AND METZGER ROAD.

ALSO EXCEPT THE WEST 15 FEET AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 158, PAGE 529.

BEING MORE PARTICULARLY DESCRIBED PURSUANT TO AN AS SURVEYED LEGAL DESCRIPTION, AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH  $0^{\circ}53'19''$  WEST, 347.00 FEET; THENCE SOUTH  $89^{\circ}58'01''$  WEST, 73.85 FEET TO THE WESTERLY RIGHT OF WAY OF THE WIND RIVER HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}32'17''$  WEST, 150.36 FEET; THENCE NORTH  $0^{\circ}55'19''$  EAST, 317.00 FEET TO THE SOUTH RIGHT OF WAY OF METZGER ROAD; THENCE SOUTH  $89^{\circ}32'17''$  EAST, 140.40 FEET, ALONG SAID SOUTHERN RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF WIND RIVER HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 5,654.53 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $3^{\circ}12'48''$  AN ARC DISTANCE OF 317.12 FEET ALONG SAID WESTERLY RIGHT OF WAY, WITH A LONG CHORD BEARING SOUTH  $0^{\circ}52'41''$  EAST A DISTANCE OF 317.08 FEET TO THE TRUE POINT OF BEGINNING.