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Gary W. Ott  
Recorder, Salt Lake County, UT  
FIDELITY NATIONAL TITLE - AZ  
BY: eCASH, DEPUTY - EF 10 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Frost Brown Todd LLC  
Attn: John Gragg, Esq.  
400 West Market Street, Suite 3200  
Louisville, Kentucky 40202

Parcel Nos. 14-25-476-014 and 14-25-476-013

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**DEUTSCHE BANK AG, NEW YORK BRANCH**  
(Lender)

- and -

**SHOPKO STORES OPERATING CO., LLC**  
(Tenant)

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

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Dated: As of September, 21, 2016

PREPARED BY:

Hailey H. Hollenhorst  
Quarles & Brady LLP  
Two N. Central Ave.  
Phoenix, AZ 85004  
(602) 229-5301

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this “**Agreement**”) is made as of the 21<sup>st</sup> day of September, 2016, by and between DEUTSCHE BANK AG, NEW YORK BRANCH, having its principal place of business at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and/or assigns, “**Lender**”) and SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company having an address at 700 Pilgrim Way, Green Bay, Wisconsin 54304 (“**Tenant**”).

**RECITALS:**

A. Lender intends to advance a loan to BRIDGEPORT RETAIL - UTAH, LLC, a Delaware limited liability company (“**Borrower**”), in the principal sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) (the “**Loan**”) advanced pursuant to that certain Loan Agreement of even date hereof between Borrower and Lender (together with all extensions, renewals, modifications, substitutions and amendments thereof, the “**Loan Agreement**”).

B. The Loan is secured by, among other things, a deed of trust (the “**Security Instrument**”), which grants Lender a first lien on the real property described on the attached Exhibit A (the “**Property**”).

C. Borrower has entered into a certain Lease Agreement dated as of the date hereof (the “**Lease**”) with Tenant, which Lease relates to the Property.

D. Tenant acknowledges that Lender will rely on this Agreement in making the Loan to Borrower.

E. Tenant has agreed to confirm the subordination of the Lease to the Security Instrument and to the liens thereof on the terms and conditions hereinafter set forth.

**AGREEMENT:**

For good and valuable consideration, Tenant and Lender agree as follows:

1. **Subordination.** The Lease is and shall at all times be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and to the liens thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. **Non-Disturbance and Attornment.** If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred to as “**Purchaser**”), provided no event of default exists under the Lease, (a) Purchaser shall not (i) disturb Tenant’s possession of the Property nor (ii) name Tenant as a party to any foreclosure or other proceeding to enforce the Security Instrument and (b) any sale or other transfer of the Property or of Borrower’s interest in the Lease, pursuant to foreclosure of

the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument, will be subject and subordinate to Tenant's possession and rights under the Lease; and (c) the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be (i) liable for the failure of any prior landlord (any such prior landlord, including Borrower and any successor landlord, being hereinafter referred to as a "**Prior Landlord**") to perform any of its obligations under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property; (ii) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property; (iii) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums are actually received by Purchaser; (iv) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless such sums are actually received by Purchaser; (v) bound by any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Lender's written consent; or (vi) bound by any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Borrower and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease. Notwithstanding anything to the contrary contained in this Agreement, in the case of clauses (i) and (ii) herein, the foregoing shall not limit either (1) Tenant's right to exercise any offsets, defenses, claims, reductions, deductions or abatements otherwise available to Tenant because of events occurring before or after the date of attornment to the extent Lender has received notice thereof and the opportunity to cure within the time periods set forth in this Agreement (it being further agreed that offsets, reductions, deductions or abatements under the Lease that were deducted by Tenant prior to the date upon which Purchaser succeeds to the interest of Prior Landlord shall not be subject to challenge), or (2) Purchaser's liability for any defaults that continue after the date of attornment that violate Purchaser's obligations as landlord under the Lease. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Property and shall in no event exceed such interest.

3. **Notices.** All notices required or permitted hereunder shall be given and become effective as provided in the Loan Agreement. Notices to the Tenant shall be addressed as follows:

Shopko Stores Operating Co., LLC  
700 Pilgrim Way,  
Green Bay, Wisconsin 54304  
Attention: Legal Counsel  
Facsimile No.: (920) 429-7560

Notices to Lender shall be addressed as follows:

Deutsche Bank AG, New York Branch

60 Wall Street, 10th Floor  
New York, New York, 10005  
Attention: Transaction Management

With a copy to: Frost Brown Todd LLC  
400 West Market Street, Suite 3200  
Louisville, Kentucky 40202  
Attention: John W. Gragg, Esq.

4. **Lender's Right of Access.** Tenant agrees that Lender shall have the rights of access to the Property for the purpose of curing a default under the Lease as granted to Borrower pursuant to the terms of the Lease and Lender agrees not to disturb the normal business operations of Tenant at such Property in connection therewith.

5. **Notice to Lender.** Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any offset right or termination right, Tenant agrees that it shall deliver to Lender a copy of any written notice of the breach or default by Borrower giving rise to same (the "**Default Notice**"), and, thereafter, the opportunity to cure such breach or default as provided for below.

6. **Cure.** After Lender receives a Default Notice, Lender 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 Borrower. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Borrower, except to the extent that Lender agrees or undertakes otherwise in writing. In addition, as to any breach or default by Borrower the cure of which requires possession and control of a Property, provided that Lender undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "**Extended Cure Period**") as Lender may reasonably require to either: (a) obtain possession and control of the applicable Property with due diligence 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. **Proceeds and Awards.** Provided that Tenant is not in default under the terms of the Lease (beyond any applicable cure periods), Lender agrees that, notwithstanding any provision hereof to the contrary, the terms of the Lease shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

9. **Governing Law.** This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of Utah and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Utah.

10. **Miscellaneous.** This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

*[Remainder of page intentionally left blank; signature page(s) to follow]*

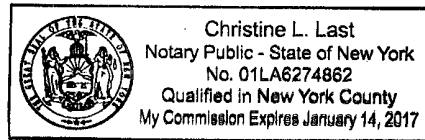


STATE OF New York )  
 )  
COUNTY OF New York ) SS:

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 David Bush as Vice President of DEUTSCHE BANK AG, NEW YORK BRANCH, 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 entity.

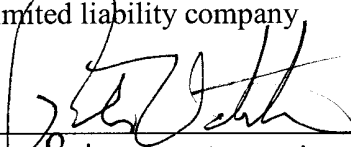
WITNESS my hand and official seal this 22 day of September, 2016.

Christine L. Last  
Notary Public  
State of New York  
My Commission expires: 1/14/17



**TENANT:**

**SHOPKO STORES OPERATING CO., LLC**, a  
Delaware limited liability company

By:   
Print Name: Peter Vandenhouten  
Print Title: Secretary

STATE OF Wisconsin )  
 ) SS:  
COUNTY OF Brown )

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 Peter Vandenhouten as Secretary of SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company, 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 company.

WITNESS my hand and official seal this 23<sup>rd</sup> day of September, 2016.

Mary E Brown  
Notary Public  
State of Wisconsin  
My Commission expires: 8/10/19







**Exhibit A**  
Property

**PARCEL 1:**

**Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder.**

**PARCEL 2 (Entrance Road):**

Parcel A, SHOPKO 3500 SOUTH SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Salt Lake County Recorder, more particularly described as:

Beginning at a point on the North right of way line of 3500 South Street said point being South 89°59'22" West along the Section line 645.00 feet and North 00°00'38" West 33.0 feet from the Southeast Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 00°00'38" West 117.00 feet; thence North 89°59'22" East 60.0 feet; thence South 00°0'38" East 117.00 feet to the afore-mentioned right of way line; thence along said right of way line South 89°59'22" West 60.0 feet to the point of beginning.

Together with non-exclusive easement rights created by Cross Easement Agreement recorded as Entry No. 4738354 in Book 6105 at Page 892, as amended by Amendment No. 1 to Cross Easement Agreement recorded as Entry No. 4804543 in Book 6146 at Page 2759 and Amendment No. 2 to Cross Easement Agreement recorded as Entry No. 9287430 in Book 9089 at Page 6268.

TAX I.D. (14-25-476-012-0000)