

After Recording Return  
 To:  
Sherman & Howard L.L.C.  
 Attn: Bruce A. Kolbezen  
90 South Cascade Avenue, Ste 1500  
Colorado Springs, CO 80903-2440

Ent: 352533 - Pg 1 of 10  
 Date: 1/21/2011 1:13:00 PM  
 Fee: \$34.00  
 Filed By: eCASH  
 Jerry M. Houghton, Recorder  
 Tooele County Corporation  
 For: Metro National Title

**SUBORDINATION, NONDISTURBANCE  
 AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement ("SNDA") is made and entered into as of the 19<sup>th</sup> day of January, 2011, by and between DOLLAR TREE STORES, INC., a Virginia corporation, as successor in interest to Greenbacks, Inc. ("Tenant"), whose address is 500 Volvo Parkway, Chesapeake, Virginia 23320, and, AMSOURCE Z-VALUE, LLC, a Utah limited liability company, its successors and assigns, ("Landlord"), whose address is c/o Amsource Realty Advisors, 358 South Rio Grande, Suite 200, Salt Lake City, Utah 84101 and, PROTECTIVE LIFE INSURANCE COMPANY, a TN corporation, its successors and assigns, ("Lender"), whose address is 2801 HWY 280 South, Birmingham, AL 35223.

**RECITALS**

The Tenant is the present tenant under a lease dated March 18, 2002, with Amsource Z-Value, LLC, as Landlord, known as Dollar Tree Store #2678, Tooele Towne Center, Tooele, Utah (the "Premises"), to include Addendum #1 to Lease dated May 23, 2002, First Amendment to Lease Agreement dated May 30, 2002, Second Amendment to Lease Agreement dated June 18, 2002, Third Amendment to Lease Agreement dated October 10, 2002, Confirmation of Lease Terms dated December 6, 2002, Landlord Consent Agreement dated June 30, 2003, (said documents, including amendments, being sometimes hereinafter referred to as the "Lease").

- A. Landlord has requested a loan from Lender (the "Loan") to be secured by a first priority mortgage and security agreement (the "Mortgage") covering the Property and assignment of rents and leases (the "Assignment"). The Mortgage and Assignment, as the same may hereafter be amended (the consent of Tenant to which shall not be required) are referred to herein as the "Security Instruments." As one of the conditions to making the Loan to Landlord, Lender is requiring Tenant to execute this Agreement.
- B. The Landlord has requested that the Tenant subordinate the Lease and its interest in the Lease and its interest in the Premises in all respects to the Security Instruments.
- C. The Tenant has requested that Lender agree not to disturb the Tenant's possession of the Premises.

MNT  
 23015



- D. Lender is relying upon the agreements contained in this instrument, without which it would not disburse or close the Loan.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination: Except as otherwise provided in this Agreement, the Lease is hereby subjected and subordinated to and shall remain in all respects and for all purposes subject, subordinate and junior to the Mortgage and all renewals modifications and extensions thereof.

2. Purchase Options. The Tenant's options or rights contained in said Lease to acquire title to the Premises, if any, including any rights of first refusal, are hereby made subject and subordinate to the rights of the Lender under the Mortgage and any acquisition of title to the Property.

3. Tenant Not to be Disturbed: So long as Tenant is not in default (beyond any period under the Lease given to Tenant to cure such default) in the payment of rent to be paid under the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises under all of the terms, covenants and conditions of the Lease and any extensions or renewals thereof which may be affected in accordance with any renewal rights therefore in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises under all of the terms, covenants and conditions of the Lease shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof.

4. Tenant Not to be Joined in Foreclosure unless Required by Law: So long as Tenant is not in default beyond any period under the Lease given to Tenant to cure such default in the payment of rent to be paid under the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not name or join Tenant in any action or proceeding foreclosing the Mortgage unless such naming or joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

5. Tenant to Attorn to Lender; Lender Not Bound by Certain Acts:

a. If the interests of Landlord shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner and subject to the provisions of paragraph (b) below, Tenant and Lender shall be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord. The foregoing shall be self-operative immediately upon Lender succeeding to the



interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has elected to receive such rents. Landlord agrees to indemnify and hold Tenant harmless from and against all claims, expenses, costs, including reasonable attorneys' fees, losses and liabilities arising out of, or resulting from, Tenant's payment of rent to Lender. The respective rights and obligations of Tenant and Landlord upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

b. If Lender should succeed to the interest of Landlord under the Lease, Lender shall not be (i), liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord except for credits and overpayments of common area maintenance charges, taxes and insurance, which are prorated and paid monthly, and are reconciled at the end of the calendar year, or as otherwise expressly permitted by the Lease, it being understood that Lender hereby agrees that to the extent that Tenant is due a credit for common area maintenance charges, taxes and insurance accrued prior to Lender's acquisition of the Shopping Center, Lender will be responsible for such credit, (iii) bound by any fixed monthly rent which Tenant might have paid for more than the current monthly installment, (iv) bound by any material amendment or modification of the economic terms of the Lease made without its consent, which consent shall not be unreasonably withheld and which shall be deemed given if Lender does not approve or reject the request for modification within thirty (30) days of receipt thereof, (v) liable for the return of any security deposit except to the extent actually received by Lender from Landlord or (vi) responsible for any obligation to initially construct the Premises but if Lender fails to do so upon request following Lender's succeeding to Landlord's interest in the Premises, Tenant may terminate the Lease. Notwithstanding anything to the contrary contained herein, Lender shall be liable for any repair, restoration, rebuilding or maintenance obligations of Landlord under the Lease that are ongoing at the time Lender succeeds to the interest of Landlord under the Lease so long as Lender has been provided notice of the event or occurrence giving rise to Landlord's obligation to repair, restore or rebuild the Premises, pursuant to Section 6 hereof.

6. Notice of Default: Tenant hereby agrees to give Lender simultaneous notice of any default by the Landlord under the Lease or any occurrence that would give rise to Tenant's right to exercise any remedies under the Lease, including the right to offset, reduce or abate rent or terminate the Lease and Lender shall have the same opportunity (but shall not be required) to cure provided to Landlord in the Lease.

7. Assignment of Lease: Landlord has by a separate Assignment of Rents and Leases ("Assignment") assigned its interest in the rent and payments due under the Lease to Lender as security for repayment of the Loan. Provided Tenant is furnished a



fully executed copy of this SNDA, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon written notification to that effect by the Lender to Tenant, the Landlord hereby authorizes and directs Tenant and the Tenant agrees to pay the rent and any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Landlord under the Lease nor impose any such obligations on the Lender. Landlord further covenants that the Tenant may rely upon the written representation of Lender that it is entitled to receive such rents and the payment of rent to the Lender shall be binding upon the Landlord, the Lender and those claiming through or under them.

8. Successors and Assigns: This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. As used herein, the words "successors and assigns" shall include the heirs, administrators and representatives of any natural person who is a party to this Agreement.

9. Choice of Law: This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State in which the Property is situated.

10. Captions and Readings: The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as continuing or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neutral shall be freely interchangeable.

11. Fully Executed Document: The parties hereto agree that Tenant will have no obligations under this agreement unless and until Tenant is provided with a fully executed copy of the agreement.

12. Notices: Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served upon receipt or rejection after depositing the same with the United States Postal Service, or any official successor thereto, designated as Certified Mail, Return Receipt Requested, bearing adequate postage, or deposited with a reputable private courier or overnight delivery service and addressed as hereinafter provided. Either party shall have the right from time to time to change its address, pursuant to the notice provisions of the Lease.



Each notice to Lender shall be addressed as follows:

**PROTECTIVE LIFE INSURANCE COMPANY**  
ATTN: Investment Dept - Mortgage Loans 3-3 ML  
2801 Highway 280 South  
Birmingham, AL 35223

Each notice to Landlord shall be addressed as follows:

**AMSOURCE Z-VALUE, LLC**  
c/o Amsource Realty Advisors  
358 South Rio Grande, Suite 200  
Salt Lake City, UT 84101

Each notice to Tenant shall be addressed as follows:

**DOLLAR TREE STORES, INC.**  
ATTN: Lease Administration Dept #2678  
500 Volvo Parkway  
Chesapeake, VA 23320



13. Tenant shall look solely to the Lender's interest in the Property for recovery of any judgments or damages from Lender, its successors and assigns, and neither Lender nor its successors or assigns shall have any personal liability, directly or indirectly, under or in connection with the Lease or this SNDA or any amendment or amendments made at any time or times, heretofore or hereafter and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to and not in limitation of any limitation on liability applicable to Lender its successors and assigns provided by law or by any other contract, agreement or instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

DOLLAR TREE STORES, INC.,

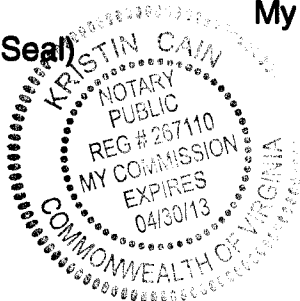
By: Deborah E. Miller  
Deborah E. Miller, Vice President  
Corporate Counsel  
Date: 1-5-11  
FEIN#: 54-1387365

STATE OF VIRGINIA, AT LARGE  
CITY OF CHESAPEAKE, to-wit:

The foregoing document was acknowledged before me this 5<sup>th</sup> day of January, 2011, by Deborah E. Miller, Vice President, Corporate Counsel of DOLLAR TREE STORES, INC., a Virginia corporation.

Kristin Caw  
Notary Public  
My commission expires: 4-30-13

(Notarial Seal)



LANDLORD:

AMSOURCE Z-VALUE, LLC CCA-TOOELE TOWNE CENTER, LLC

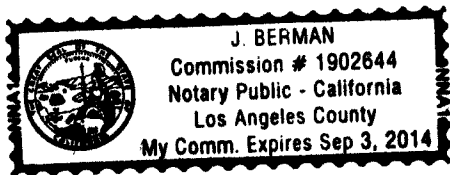
By: [Signature]  
Name: NANCY EPSTEIN  
Title: VICE PRESIDENT  
Date: 1-12-11  
FEIN#: 27-4114915

STATE OF CALIFORNIA,  
CITY/COUNTY OF LOS ANGELES, to-wit:

The foregoing document was acknowledged before me this 12<sup>th</sup> day of  
JANUARY, 2010, by NANCY EPSTEIN  
as VICE PRESIDENT for  
CCA-TOOELE TOWN CENTER, LLC, a DELAWARE CORPORATION.

[Signature]  
Notary Public  
My commission expires: Sept 3, 2014

(Notarial Seal)



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LENDER:  
PROTECTIVE LIFE INSURANCE COMPANY

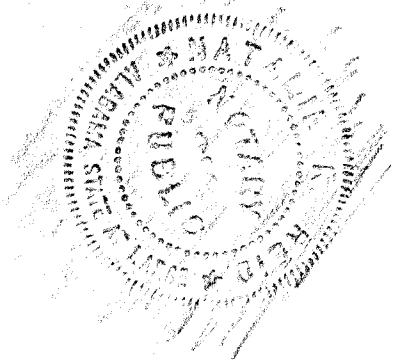
By: Charles M. Prior  
Name: Charles M. Prior  
Title: Senior Vice President  
Date: January 18, 2011  
FEIN#: \_\_\_\_\_

STATE OF Alabama,  
CITY/COUNTY OF Jefferson, to-wit:

The foregoing document was acknowledged before me this 18<sup>th</sup> day of January, 2011, by Charles M. Prior Senior Vice President for Protective Life Insurance Company, a Tennessee Corporation.

Natalie B. Reid  
Notary Public  
My commission expires: 09.07.2012

(Notarial Seal)





**EXHIBIT A**

## Legal Description

**Legal Description of Shopping Center****Area 1:**

Beginning at a point 33 feet South  $00^{\circ}15'56''$  East (deed South) and 555.29 feet South  $89^{\circ}43'06''$  West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to a point on the Southerly line of a County Road, said point also being the future center line of First East Street; thence South  $89^{\circ}43'06''$  West 122.71 feet, along the South line of said County Road to the Northeast corner of that property conveyed to Albert R. Arellano by that certain Real Estate Contract recorded April 15, 1987 as Entry No. 008249 in Book 254 at page 36 to 40 of Official Records; thence South  $00^{\circ}15'56''$  East 218 feet (deed South 218 feet more or less), along the East line of said Arellano property to its Southeast corner; thence South  $89^{\circ}43'06''$  West 200 feet (deed West 200 feet more or less), along the South line of said Arellano property to its Southwest corner; thence North  $00^{\circ}15'56''$  West 218 feet (deed North 218 feet more or less), along the West line of said Arellano property to its Northwest corner, said point also being on the South line of said County Road; thence South  $89^{\circ}43'06''$  West 128.50 feet (deed West 161.5 feet more or less), along the South line of said County Road to the Northeast corner of the property conveyed to H.E.B. Auto Supply, Inc. by deed recorded July 13, 1992 as Entry No. 018738 in Book 334 at page 417 of Official Records; thence South  $00^{\circ}15'56''$  East 330 feet (deed South 330 feet more or less), along the East line of said H.E.B. property and the East line of the property conveyed to Mantes Realty Co. by deed recorded March 23, 1971 as Entry No. 293080 in Book 101 at page 440 of Official Records, to the Southeast corner of said Mantes Realty property; thence South  $89^{\circ}43'06''$  West 288.48 feet (West 229 feet more or less) to the Southwest corner of said Mantes Realty property, said point also being on the East line of State Highway; thence South  $01^{\circ}23'48''$  West 678.21 feet (deed South

685.99 feet more or less), along the East line of said State Highway to the Northwest corner of that property conveyed to Triple M Food & Fuel, Inc. by Deed recorded April 17, 1991 as Entry No. 040274 in Book 315 at page 301 of Official Records; thence North  $89^{\circ}38''$  East 275.16 feet along the North line of said Triple M property thence South  $00^{\circ}15'56''$  East 281 feet (deed South 281 feet more or less), along the East line of said Triple M property and that property conveyed to Glenn G. Oscarson, etux by deed recorded December 6, 1989 as Entry No. 030879 in Book 296 at page 767 of Official Records to the Southeast of said Oscarson property; thence South  $89^{\circ}38'$  West 20 feet (deed West 20 feet more or less), along the South line of said Oscarson property to the Northeast corner of that property conveyed to Bruce T. Steadman, etal by deed recorded December 6, 1989 as Entry No. 030882 in Book 296 at page 774 of Official Records; thence South  $00^{\circ}15'56''$  East 200 feet (deed South 200 more or less), along the East line of said Steadman property to its Southeast corner; said point also being on the North line of that property conveyed to Sandra K. Aquirre by Deed recorded May 14, 1990 as Entry No. 034153 in Book 303 at page 61 of Official Records; thence North  $89^{\circ}38''$  East 46.84 feet along the North line of said property to the Northeast Corner, said point also being on the West line of the property conveyed to Jerome H. Pearlman and Faith Pearlman, Trustees of the Jerome H. Pearlman Trust No. II recorded September 13, 1991 as Entry No. 043221 in Book 321 at page 569 to 570 of Official Records, thence North  $01^{\circ}03'32''$  East 4.51 feet to the Northeast corner of the said Pearlman property, thence South  $89^{\circ}59'34''$  East 437.30 feet.



**EXHIBIT A**

**Legal Description  
(continued)**

along the North line of said Pearlman property to the extended line of First East Street, thence North 0°30'17" East 1486.31 feet along the future center line of said First East Street to the point of beginning.

**Area 2:**

Commencing 61 rods West and 2 rods South of the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 8 rods; thence West 18 rods; thence North 8 rods; thence East 18 rods to the point of beginning.

**Area 3:**

Beginning at a point 61 rods West and 10 rods South of the Northwest corner of said Section 21 and running thence South 12 rods; thence West, to the East right-of-way line of existing highway; thence North 90.6 feet along said right-of-way line to a point of tangency with a 2814.9 foot radius curve to the right; thence northerly 106 feet, more or less, along the arc of said curve to the Northerly boundary line of said parcel of land; thence East to the point of beginning.

**Area 4:**

Beginning at a point which is 33 feet South and 678 feet West from the Northeast Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Meridian and extending thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the place of beginning.

15-038-0-0001  
15-038-0-0002  
16-033-0-0001  
13-073-0-0002  
13-073-0-0007  
16-038-0-0002  
13-098-0-0002

