

Prepared by and  
After Recording Return

To:

Stancorp Mortgage Investors

10265 NE Tanasbourne Dr. T3A

Hillsboro, OR 97124

16012-KAP

47-409-0059

SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (this "Agreement") is made and entered into as of the 18<sup>th</sup> day of October, 2022, by and among DOLLAR TREE STORES, INC., a Virginia corporation ("Tenant"), RKF SALEM DT, LLC, a Utah limited liability company ("Landlord"), and STANDARD INSURANCE COMPANY, an Oregon corporation ("Lender").

RECITALS

A. Tenant is the present tenant under a lease dated August 13, 2021, with RKF Salem DT, LLC, as successor in interest, as Landlord, known as Dollar Tree Store #08977 at 951 North State Road, Salem, Utah (the "Premises"), as amended by Memorandum of Lease dated August 13, 2021, First Amendment to Lease dated January 24, 2022, and Commencement Certificate dated August 8, 2022 (the lease, together with said documents, including amendments, being sometimes referred to herein as the "Lease").

B. Landlord has requested a loan from Lender (the "Loan") to be secured by a first priority mortgage and security agreement (the "Mortgage") encumbering the Premises and an assignment of rents and leases (the "Assignment") covering the Lease. The Mortgage and Assignment, as amended from time to time, are sometimes referred to herein as the "Security Instruments."

C. As a condition to making the Loan, Lender requires that Tenant subordinate the Lease and its interest in the Premises to the Security Instruments. Tenant is willing to subordinate the Lease and its interest in the Premises only on the condition that Lender agree not to disturb Tenant's possession of the Premises.

D. Tenant, Lender, and Landlord are entering into this Agreement in order to confirm their agreement with respect to the Lease and the Security Instruments.

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, the parties hereby agree as follows:

1. Subordination. Except as otherwise provided in this Agreement, the Lease is 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. Tenant's options or rights contained in the 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 Lender under the Mortgage.

2. Tenant Not to be Disturbed or Joined. So long as Tenant is not in 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, in each instance beyond the expiration of all cure periods provided for in the Lease, (a) 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, (b) 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, and (c) Lender will not name or join Tenant in any action or proceeding to foreclose 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.

3. 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 or anyone claiming an interest in the Premises by or through Lender, including any purchaser at a foreclosure sale (whether Lender or anyone claiming by or through Lender, a "Successor Landlord") 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 Successor Landlord 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 Successor Landlord were the landlord. The foregoing shall be self-operative immediately upon Successor Landlord 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 Successor Landlord until Tenant receives written notice from Successor Landlord that it is entitled to such rent, together with such documentation as Tenant may reasonably require to evidence the transfer of Landlord's interest to Successor Landlord. 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 Successor Landlord. 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 Successor Landlord should succeed to the interest of Landlord under the Lease, Successor Landlord 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 existing credits and overpayments of common area maintenance charges, taxes and insurance which are paid monthly or on some other periodic basis and are reconciled against actual costs at the end of the calendar, fiscal or lease year, or on such other periodic basis as may be provided for in 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 attributable to periods prior to Successor Landlord's acquisition of the Premises, Successor Landlord 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 Successor Landlord from Landlord or (vi) responsible for any obligation to construct the Premises initially or otherwise to deliver the Premises with specified Landlord's work complete but if Successor Landlord fails to do so upon request following Successor Landlord's succeeding to Landlord's interest in the Premises, Tenant may terminate the Lease. Notwithstanding anything to the contrary contained herein, Successor Landlord shall be liable for any repair, restoration,

rebuilding or maintenance obligations of Landlord under the Lease that are ongoing at the time Successor Landlord 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 4 hereof.

4. Notice of Default. Tenant hereby agrees to give Lender simultaneous notice of any default by 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.

5. Payment of Rents. Lender may, at its option, direct Tenant to make future payments of rents or other amounts due under the Lease directly to Lender. Upon written notification to that effect by Lender to Tenant, Landlord hereby authorizes and directs Tenant to, and Tenant agrees to, pay the rent and any payments due under the Lease to Lender. Notwithstanding the foregoing, neither the execution of the Assignment nor the exercise of Lender's right to receive the rents thereunder shall be deemed to diminish any obligations of Landlord under the Lease or impose any such obligations on Lender. Landlord agrees that Tenant may rely upon the written representation of Lender that it is entitled to receive the rents payable under the Lease and the payment of rent to Lender shall be binding upon Landlord, Lender and those claiming through or under them.

6. 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.

7. Choice of Law. This Agreement is made and executed under and in all respects is to be governed and construed in accordance with the laws of the State in which the Premises is situated.

8. Notices. Any notice required or permitted to be given under this Agreement must be given in writing to the respective address(es) of the parties stated in this paragraph or such other address as may be provided by a party by notice given in accordance with these notice provisions. Notices shall be deemed given and effective: (a) upon signed receipt if personally delivered to the stated address; or (b) upon signed receipt of a notice (or refusal to sign or accept such notice) sent by certified or registered mail, return receipt requested and postage prepaid; or (c) upon confirmation of delivery provided by a nationally recognized overnight courier that provides verification of receipt. Neither Landlord nor Lender shall mail or deliver any required notice or consent to the Premises and any notice or consent delivered to the Premises shall not be deemed to be proper notice or effective notice for purposes of this Agreement.

For purposes of notice, the addresses of the parties shall be as follows:

Each notice to Lender shall be addressed as follows:

STANDARD INSURANCE COMPANY  
10265 NE Tanasbourne Drive  
Hillsboro, Oregon 97124



Each notice to Landlord shall be addressed as follows:

RKF SALEM DT, LLC  
1835 South Highway 89  
Perry, Utah 84302

Each notice to Tenant shall be addressed as follows:

DOLLAR TREE STORES, INC.  
ATTN: Lease Administration Dept. #08977  
500 Volvo Parkway  
Chesapeake, VA 23320

9. Captions and Headings. 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.

10. Limited Liability. Tenant shall look solely to Lender's interest in the Premises 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 this Agreement or the Lease 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.

11. Effectiveness. Tenant will have no obligations under this Agreement unless and until Tenant is provided with a fully executed copy of this Agreement in form ready for recordation. This Agreement will expire automatically upon the first to occur of (a) expiration of the term of the Lease or (b) payment in full of the Loan, as evidenced by a release of the liens and assignments contained in the Security Instruments. Any party to this Agreement shall be entitled to record this Agreement in the appropriate real property records.



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, Assistant General Counsel/  
Real Estate

Date: 10/18/22

COMMONWEALTH OF VIRGINIA  
CITY OF CHESAPEAKE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2022, by Deborah E. Miller, Vice President, Assistant General Counsel/Real Estate of DOLLAR TREE STORES, INC., a Virginia corporation, on behalf of the corporation.

Courtney Ann Park

Notary Public  
My commission expires: 03-31-2025

(Notarial Seal)



LANDLORD:

RKF SALEM DT, LLC

By: [Signature]  
Name: Ryan Forsyth  
Title: Manager  
Date: 10-20-22

STATE OF Utah  
CITY/COUNTY OF Perry/Box Elder, to-wit:

The foregoing instrument was acknowledged before me this 20 day of October,  
2022, by Ryan W. Forsyth as  
Manager for  
RKF Salem DT, LLC, a Utah LLC.

[Signature]  
Notary Public  
My commission expires: 8-12-23



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LENDER:

STANDARD INSURANCE COMPANY,  
AN OREGON CORPORATION

Attest: [Signature]  
Jeannette Harry  
Manager  
StanCorp Mortgage  
Investors, LLC

By: [Signature]  
Name: Jesse Levin  
Title: Second Vice president  
Date: 10/24/2022

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_ as  
\_\_\_\_\_ for  
\_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Notarial Seal)

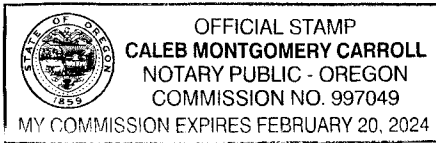
see attached



STATE OF OREGON )  
 ) ss:  
COUNTY OF WASHINGTON )

On this 24<sup>th</sup> day of October, 2022, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and JEANNETTE HARRY, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and she, the said JEANNETTE HARRY is the Manager of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and JESSE LEVIN and JEANNETTE HARRY acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



*Caleb Montgomery Carroll*  
\_\_\_\_\_  
Caleb Montgomery Carroll  
Notary Public for Oregon  
My Commission Expires: February 20, 2024



**EXHIBIT "A"**  
**LOAN NO. C2081704**

PARCEL 1:

Lot 59, PLAT "B", NORTHFIELD CROSSING SUBDIVISION, according to the official plat thereof, filed for record August 23, 2022 as Entry No. 93296:2022.

PARCEL 1A:

A Cross Access Easement for ingress and egress as disclosed by the recorded subdivision plat for Plat "B", Northfield Crossing Subdivision, recorded August 23, 2022 as Entry No. 93296:2022.