

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

*lu*  
*10*

925-965-4833  
Bartko, Zankel, Tarrant & Miller  
900 Front Street, Suite 300  
San Francisco, CA 94111  
Attn.: Theani C. Louskos, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

**LOCATION: Olive Branch, MS**

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into as of this 16 day of December, 2011, by and among SUNTRUST BANK ("Bank"), ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), and SCD #1, LLC, a Mississippi limited liability company ("Borrower").

RECITALS

A. Bank has made, or may make a certain loan or loans (collectively, the "Loan") available to Borrower, which Loan is evidenced, or will be evidenced by, a promissory note or notes, credit agreement or agreements and/or certain other loan documents, executed and delivered by Borrower to Bank (as each such document, instrument or agreement may be amended, modified, restated, extended or renewed from time to time, collectively, the "Note") and secured by a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended, modified, restated, extended or renewed from time to time, collectively, the "Security Instrument"; the Note and the Security Instrument, collectively, the "Loan Documents"), executed and delivered by Borrower to Bank (and recorded in the public records of the county where the "Property" (as defined below) is located), in Book 2,761, Page 731, encumbering that certain real property located in Olive Branch, Desoto County, Mississippi, and more particularly described in *Exhibit "A"* attached hereto (the "Property").

B. Tenant is or will be the tenant of a portion of the Property (the "Leased Premises") pursuant to the terms of that certain Lease Agreement, dated as of December 16, 2011 executed (or to be executed) by Tenant and Borrower (as amended, modified, restated, extended or renewed from time to time, subject to the limitations set forth herein, the "Lease").

C. Tenant, Borrower and Bank desire to confirm their understanding with respect to the certain matters pertaining to the Loan Documents and the Lease as set forth herein.

D. This Agreement is being entered into to induce Bank to enter into, or to continue, the Loan with Borrower. In consideration of the premises, the parties agree as follows:

"Olive Branch"  
Wedgewood Commons  
Olive Branch, MS  
Store No. 1547  
6061.976/517224.2

AGREEMENT

1. While Tenant is not in default (beyond any period given Tenant to cure such default under the Lease) in the payment of rent 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 and occupancy of the Leased Premises shall not be interfered with or disturbed by Bank during the term of the Lease or any extension thereof duly exercised by Tenant.

2. If the interests of Borrower or ownership of the Property shall be transferred to and/or owned by Bank by reason of judicial foreclosure, power-of-sale foreclosure, or deed in lieu of foreclosure, or other proceedings brought by Bank (herein "Foreclosure"), or any other manner, including, but not limited to, Bank's exercise of its rights under the Assignment of Leases and Rents included in the Security Instrument and Bank succeeds to the interest of the Borrower under the Lease, (i) the Lease shall not be terminated thereby, and (ii) Tenant shall be bound to Bank under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by Tenant, with the same force and effect as if Bank were the lessor under the Lease, and Tenant does hereby attorn to Bank as its lessor, 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 Bank's succeeding to the interest of the Borrower under the Lease and (iii) Bank shall recognize Tenant's leasehold estate under all the terms and conditions of the Lease for the remaining balance of the term of the Lease and any extensions. The respective rights and obligations of Tenant and Bank upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, 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.

3. If Bank shall succeed to the interest of Borrower under the Lease or become owner of the Property as a result of Foreclosure, Bank shall, subject to the last sentence of this Section 3, be bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that Bank shall not be:

- (a) liable for any act or omission of any prior lessor (including Borrower), except to the extent such act or omission is of a continuing nature, such as, for example, a repair obligation; or
- (b) subject to any offset or defenses which Tenant might have against any prior lessor (including Borrower), except to the extent that Bank has received the benefit of the act of the Tenant giving rise to the deduction, such as, for example, relief of an obligation that would otherwise have been paid by the Bank as the lessor; or
- (c) bound by any rent or additional rent or advance rent which Tenant might have paid for more than thirty (30) days prior to the date due to any prior lessor (including Borrower) which payment was not required under the terms of the Lease and all such rent shall remain due and owing notwithstanding such advance payment; or
- (d) bound by any amendment or modification of the Lease made without its consent and written approval (except to the extent that the Lease may expressly contemplate any such amendment or modification); or

- (e) be required to complete the building or otherwise perform the obligations of Borrower under the Lease in the event of a foreclosure of the Security Deed or acceptance by Bank of a deed in lieu of foreclosure prior to full completion of the building, provided that nothing herein shall limit or affect Tenant's rights to terminate the Lease in the event of the failure to complete the building or otherwise perform the obligations of Borrower under the Lease; or
- (f) liable or responsible with respect to any security deposit paid under the Lease unless and to the extent that Bank has received such security deposit.

Neither Bank nor any other party who, from time to time, shall be included in the definition of Bank hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Property, with respect to obligations arising after it ceases to own a fee interest in or to the Property.

4. Subject to the terms of this Agreement (including, but not limited to, those in Section 2 hereof), the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Security Instrument and all other Loan Documents and to (i) any and all renewals, modifications, restatements and extensions of the Security Instrument and any other of the Loan Documents; and (ii) all substitutions, replacements and/or consolidations of any of the Loan Documents. Nothing herein contained shall be deemed or construed as limiting or restricting the enforcement by Bank of any of the terms, covenants, provisions or remedies of the Security Instrument or any of the other Loan Documents, as long as said enforcement is consistent with the non-disturbance provisions of this Agreement.

5. The term "Bank" shall be deemed to include Bank and any of its successors and assigns, including anyone who shall have succeeded to Borrower's interest or ownership of the Property by, through or under judicial or power-of-sale foreclosure or other proceedings brought pursuant to the Security Deed, or deed in lieu of such foreclosure or proceedings, or otherwise.

6. Intentionally Deleted.

7. In the absence of the prior written consent of Bank, Tenant agrees not to do any of the following: (a) prepay the rent under the Lease for more than one (1) month prior to the date due, except where such payments are required by the terms of the Lease; (b) enter into any agreement with the Borrower to amend or modify the Lease, except to the extent the Lease previously contemplates any amendment or modification thereof; (c) voluntarily surrender the Leased Premises or terminate the Lease without cause except as permitted by or in accordance with the Lease; or (d) sublease or assign the Leased Premises except as permitted by or in accordance with the Lease.

8. In the event Borrower shall fail to perform or observe any of the terms, conditions or agreements in the Lease, or a default by Borrower shall otherwise occur thereunder, Tenant shall give written notice thereof to Bank and Bank shall have the right (but not the obligation) to cure such failure. Tenant shall not take any action with respect to such failure in order to terminate, rescind or avoid the Lease, for a period of thirty (30) days after receipt of such written notice by Bank; provided, however, that in the case of any such default which cannot with diligence be cured within said 30-day period, if Bank shall proceed promptly to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary, but not to exceed an additional ninety (90) days.

9. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement constitutes a covenant running with the land (the "Property") and shall be binding upon transferees of the Property.

10. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

11. Bank shall use the proceeds of any insurance recovery or condemnation award for the purposes stated in the Lease.

12. Nothing contained in this Agreement shall be deemed to reduce or abrogate any rights of Tenant to cure any default of the lessor under the Lease in accordance with and subject to provisions of the Lease and/or to deduct from rental such amount which Tenant may be entitled to so deduct under the provisions of the Lease.

13. All notices, demands and requests given hereunder shall be in writing and shall be either by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; or (iii) by certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid.

All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the address for notices; (ii) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three days after depositing the notice in the United States mail as set forth above.

All notices shall be addressed to the following addresses:

If to Borrower:           SCD #1, LLC  
                                   595 Round Rock West Drive, Suite 701  
                                   Round Rock, TX 79681  
                                   Attn.: Paulette G. Morris

If to Tenant:               Ross Dress For Less, Inc.  
                                   4440 Rosewood Drive, PL4-4E-2  
                                   Pleasanton, CA 94588-3050  
                                   Attention: Real Estate Law Department

"Olive Branch"  
 Wedgewood Commons  
 Olive Branch, MS  
 Store No. 1547  
 6061.976/517224.2

If to Bank: SUNTRUST BANK  
999 S. Shady Grove Rd., Ste. 210  
Memphis, TN 38120  
Attention: Jim McCullough, Loan Officer

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

TENANT:

ROSS DRESS FOR LESS, INC.,  
a Virginia corporation

By:   
Name: Gregg McGillis  
Title: Senior Vice President, Property Development

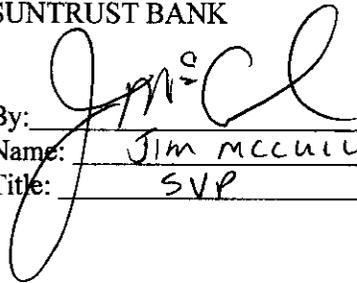
BORROWER:

SCD #1, LLC,  
a Mississippi limited liability company

By:   
Name: Bradley D. Smith  
Its: Chief Manager

BANK:

SUNTRUST BANK

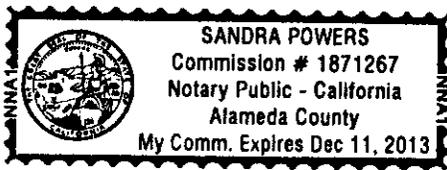
By:   
Name: JIM MCCULLOUGH  
Title: SVP

State of California )  
County of Alameda )

On December 16, 2011 before me, Sandra Powers,  
a Notary Public, personally appeared Gregg McGillis, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

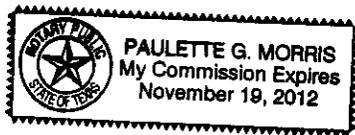


Sandra Powers  
Notary Public

State of TEXAS )  
County of WILLIAMSON )

On DECEMBER 22, 2011 before me, Paulette G. Morris, a Notary  
Public, personally appeared BRADLEY D. SMITH, personally known to me  
or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



Paulette G. Morris  
Notary Public

"Olive Branch"  
Wedgewood Commons  
Olive Branch, MS  
Store No. 1547  
6061.976/517224.2

State of Tennessee )  
County of Shelby )

On January 3, 2012 before me, Shirley A. Santucci, a Notary Public, personally appeared Jim McCullough, personally known to me or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Expires: July 6, 2013

Shirley A. Santucci  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE SHOPPING CENTER**  
**(LANDLORD'S PARCEL)**

Developer Tract Parcel 1

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 4 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 104, PAGE 43 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY

CONTAINING 544,900 SQUARE FEET, OR 12.509 ACRES.

Developer Tract Parcel 2

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING A PORTION OF THE GPHI, LLC PROPERTY AS RECORDED IN BOOK 471, PAGE 696 AND ALL OF THE GPHI, LLC PROPERTY AS RECORDED IN BOOK 471, PAGE 708 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SAID POINT BEING THE INTERSECTION OF THE OLD CENTERLINE OF GOODMAN ROAD (HWY. #302) AND THE OLD CENTERLINE OF PLEASANT HILL ROAD PER MISSISSIPPI DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT, FEDERAL AID PROJECT NUMBER 19-0021-01-018-10; THENCE N21°36'05"E A DISTANCE OF 279.61 FEET TO A FOUND RIGHT-OF-WAY MONUMENT AT THE SOUTHWEST CORNER OF LOT 1 OF WEDGEWOOD COMMONS (PLAT BOOK 95, PAGE 48), SAID POINT BEING IN THE EAST RIGHT-OF-WAY LINE OF PLEASANT HILL ROAD (PUBLIC R.O.W. VARIES); THENCE S63°14'15"E A DISTANCE OF 196.00 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF GOODMAN ROAD (HWY. #302) (PUBLIC R.O.W. VARIES); THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, S89°57'21"E A DISTANCE OF 167.79 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE S86°01'19"E A DISTANCE OF 305.38 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE S80°39'05"E A DISTANCE OF 189.01 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE S85°26'59"E A DISTANCE OF 249.13 FEET TO A SET 1/2" REBAR (WITH I.D. CAP STAMPED 'REAVES FIRM' AND TYPICAL OF ALL REBAR REFERRED TO HEREIN AS SET) AT THE SOUTHEAST CORNER OF LOT 5 OF WEDGEWOOD COMMONS (PLAT BOOK 104, PAGE 45) FOR THE POINT OF BEGINNING; THENCE N00°00'00"W A DISTANCE OF 378.39 FEET TO A SET 1/2" REBAR; THENCE S90°00'00"E A DISTANCE OF 27.94 FEET TO A SET 1/2" REBAR; THENCE N00°00'00"W A DISTANCE OF 828.98 FEET TO A SET 1/2" REBAR IN THE SOUTH LINE OF THE GPHI, LLC PROPERTY (BOOK 471, PAGE 711); THENCE WITH THE SAID SOUTH LINE OF THE GPHI, LLC PROPERTY, N89°38'26"E A DISTANCE OF 71.03 FEET TO A FOUND STEEL FENCEPOST AT THE NORTHWEST CORNER OF LOT

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 6061.976/517224.2

12 OF SOUTHBRANCH SUBDIVISION (PB 26, PG 37); THENCE WITH THE WEST LINE OF SAID LOT 12 AND THE WEST LINES OF LOTS 11, 10, AND 9 OF SAID SOUTHBRANCH SUBDIVISION, S01°03'07"E A DISTANCE OF 847.18 FEET TO A SET 1/2" REBAR AT THE SOUTHWEST CORNER OF LOT 8 OF SAID SOUTHBRANCH SUBDIVISION; THENCE WITH THE SOUTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF LOT 6 OF SAID SOUTHBRANCH SUBDIVISION, S89°36'02"E A DISTANCE OF 695.62 FEET TO A FOUND IRON PIN; THENCE CONTINUING WITH THE SAID SOUTH LINE OF LOT 6, N89°26'12"E A DISTANCE OF 155.66 FEET TO A FOUND STEEL FENCEPOST IN THE WEST RIGHT-OF-WAY LINE OF SOUTHBRANCH PARKWAY (PUBLIC R.O.W. VARIES); THENCE WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTHBRANCH PARKWAY, S17°50'57"E A DISTANCE OF 87.06 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE S02°18'03"W A DISTANCE OF 93.62 FEET TO A SET 1/2" REBAR; THENCE S14°47'13"W A DISTANCE OF 59.63 FEET TO A SET 1/2" REBAR; THENCE S14°02'08"W A DISTANCE OF 102.72 FEET TO A SET 1/2" REBAR; THENCE S28°35'26"W A DISTANCE OF 32.21 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE S66°46'12"W A DISTANCE OF 86.72 FEET TO A FOUND RIGHT-OF-WAY MARKER IN THE NORTH RIGHT-OF-WAY LINE OF GOODMAN ROAD (MISSISSIPPI HIGHWAY #302)(PUBLIC R.O.W. VARIES); THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, N89°32'02"W A DISTANCE OF 399.50 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE N85°10'14"W A DISTANCE OF 206.41 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE N86°10'41"W A DISTANCE OF 128.33 FEET TO A SET 1/2" REBAR; THENCE N85°26'59"W A DISTANCE OF 120.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 441,040 SQUARE FEET, OR 10.12 ACRES, WITHIN THESE BOUNDS.

Outparcel 1

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 2 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 97, PAGE 24 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY

CONTAINING 90,341 SQUARE FEET, OR 2.07 ACRES.

Outparcel 2

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 3 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 104, PAGE 41 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY

CONTAINING 120,730 SQUARE FEET, OR 2.772 ACRES.