

The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

Assessor's Parcel No.: 1220-04-501-020

WHEN RECORDED RETURN TO:

STANCORP MORTGAGE INVESTORS, LLC
10265 NE TANASBORNE DRIVE
HILLSBORO, OR 97124

ATTN: **COMPLIANCE, T3A**
SIC Loan No. **C4031204**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("**Agreement**") is made as of the 15th day of April, 2024, by and between Standard Insurance Company, an Oregon corporation ("Mortgagee"), Western Boulevard, LLC, an Oregon limited liability company ("Lessor"), and Raley's, a California corporation ("Lessee").

WITNESSETH:

WHEREAS, by Lease dated May 10, 2007 as amended, by and between Western Boulevard, LLC, an Oregon limited liability company, as Lessor therein, and Raley's, a California corporation, as Lessee therein, Lessor leased to Lessee certain premises therein described and located in the City of Gardnerville, Douglas County, Nevada ("**Leased Premises**") and being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the interest of Western Boulevard, LLC, an Oregon limited liability company, as Lessor, under the lease has been transferred and assigned to Mortgagee; and

WHEREAS, Lessor has granted to Mortgagee a lien or encumbrance on certain real property described in Exhibit "A" attached hereto and by reference incorporated herein by that certain Deed of Trust and Security Agreement ("**Mortgage**") by Lessor in favor of Mortgagee dated on or about the date hereof and recorded in the Office of the County Clerk Recorder of Douglas County Nevada on or about the date hereof; and such other security instruments as Mortgagee may require (the "**Security Instruments**").

WHEREAS, Mortgagee, Lessor and Lessee desire to confirm their understanding with respect to said Lease and said Mortgage;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease hereby subordinated to the lien of said Mortgage.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure or otherwise, said Lease shall remain in full force and effect and Lessee shall continue possession of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Lessor and by all of Lessee's rights thereunder, provided that Lessee is not in continued default, after notice, in the payment of rent or otherwise under the material terms of said Lease. Mortgagee will not be bound by any amendment or modification of the Lease made without Mortgagee's prior written consent. If there should be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.

3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Lessee shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage, or otherwise, and will continue possession of the Leased Premises under the same terms and conditions of said Lease.

4. In the event any proceedings are brought by Mortgagee in connection with or arising out of said Mortgage, including, but not limited to, any foreclosure or other such action to enforce payment of any amounts due Mortgagee, Mortgagee agrees, that it shall not join Lessee as a party to any such action or proceedings unless required by the rules of court.

5. Mortgagee shall promptly advise Lessee upon the release, cancellation or termination of said Mortgage at the address for Lessee as provided in the Lease.

6. Lessor hereby directs Lessee to pay all rent payable under the Lease to Mortgagee (and to comply with such direction to pay without determining whether an event of default exists under the Mortgage), effective within ten (10) days after Lessee's receipt of written request by Mortgagee, until further notice from Mortgagee, and Lessor hereby expressly agrees that any such payment shall discharge any obligation of Lessee to Lessor, under the Lease to the extent of such payment. Any such payments shall be directed to:

Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
10265 NE TANASBORNE DRIVE
Hillsboro, OR 97124

Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
10265 NE TANASBORNE DRIVE
Hillsboro, OR 97124

or such other address of which Mortgagee shall advise Lessee in writing.

7. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

8. No conveyance by Lessor of its interest in the Leased Premises shall insofar as Mortgagee, its successors and assigns are concerned, cause the fee simple ownership of the Leased Premises and the Lessee's leasehold estate created by the Lease to merge, but said estate shall remain separate and distinct notwithstanding the union of such estates in Mortgagee, Lessee or any third party by reason of purchase or otherwise.

9. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

LESSEE

Raley's,
a California corporation

By: J.M. _____

Name: Tiffanie Burkhalter

Title: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

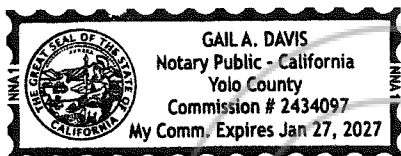
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Yolo)

On April 15, 2024, 2023, before me, Gail A. Davis, Notary Public
Date *(Here Insert Name and Title of the Officer)*
personally appeared Tiffanie Burkhalter
Name(s) of Signer(s)

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.

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.

Signature *Gail A. Davis*
Signature of Notary Public

Place Notary Seal Above

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]
[SIGNATURE PAGE TO SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

MORTGAGEE:

Standard Insurance Company,
an Oregon corporation

By: *Amy Frazee*
Amy Frazee, Assistant Vice President

Attest By: *Jason F. Wells*
Jason F. Wells, Senior Director
StanCorp Mortgage Investors, LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2023, before me, _____,
Date (Here Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

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.

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

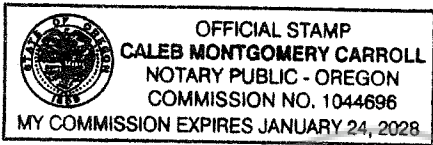
see attached


[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 8th day of May, 2024, before me, Caleb Montgomery Carroll, appeared AMY FRAZEY and JASON F. WELLS, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant 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 he, the said JASON F. WELLS is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and AMY FRAZEY and JASON F. WELLS 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
Notary Public for Oregon
My Commission Expires: January 24, 2028

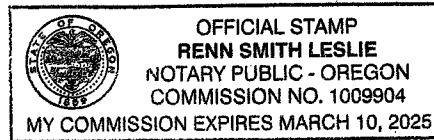
STATE OF OREGON

}

SS:

County of BENTON

}



This instrument was acknowledged before me on May 9, 2024, by Darren E. Dickerhoof as Managing Member of Western Boulevard, LLC, an Oregon limited liability company, on behalf of the limited liability company.

A handwritten signature in black ink, appearing to read "RSL", written over a horizontal line.

Notary Name: Renn Smith Leslie
Notary Public for Oregon
My Commission Expires: 3-10-25

COPY

Exhibit A
to
Subordination, Non-Disturbance and Attornment Agreement

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4;
THENCE SOUTH 44°21'55" WEST, 42.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF TOLER LANE;
THENCE SOUTH 89°46'07" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,583.50 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF A 33 FOOT IRRIGATION DITCH EASEMENT AS SHOWN ON THE FINAL MAP OF CARSON VALLEY ESTATES UNIT NO. 1 RECORDED AS DOCUMENT NO. 28834 OF THE DOUGLAS COUNTY RECORDER'S OFFICE;
THENCE SOUTH 0°13'53" EAST, ALONG SAID EASTERLY LINE, 314.47 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE SOUTHWEST CORNER OF SAID CARSON VALLEY ESTATES SUBDIVISION, UNIT 1, ALSO BEING A POINT ON THE NORTHERLY LINE OF SUBJECT PROPERTY;
THENCE ALONG THE SOUTHERLY LINE OF SAID CARSON VALLEY ESTATES SUBDIVISION, UNIT 1 THE FOLLOWING THREE COURSES:
1. NORTH 87°30'19" EAST, 303.24 FEET;
2. SOUTH 87°54'13" EAST, 246.20 FEET;
3. NORTH 86°22'32" EAST, 244.30 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE AS DESCRIBED IN DOCUMENT NO. 177070 OF THE DOUGLAS COUNTY RECORDER'S OFFICE;
THENCE SOUTH 38°54'53" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE, 690.99 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF, U.S. HIGHWAY 395;
THENCE NORTH 51°04'00" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE 502.56 FEET TO A POINT ON THE WESTERLY LINE OF THE AFORESAID 33 FOOT IRRIGATION DITCH EASEMENT;
THENCE NORTH 00°13'53" WEST, ALONG SAID WESTERLY LINE OF EXISTING IRRIGATION DITCH EASEMENT 202.07 FEET;
THENCE NORTH 89°46'07" EAST, 33.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 39, AS SHOWN ON THE FINAL MAP OF CARSON VALLEY ESTATES UNIT NO. 1 RECORDED AS DOCUMENT NO. 28834 OF THE DOUGLAS COUNTY RECORDER'S OFFICE;
THENCE SOUTH 86°22'32" WEST, 9.14 FEET TO POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE AS DESCRIBED IN DOCUMENT NO. 177070 OF THE DOUGLAS COUNTY RECORDER'S OFFICE;
THENCE SOUTH 38°54'53" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE, 690.99 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 395 BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 51°04'00" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 395, 135.00 FEET;
THENCE NORTH 38°54'53" EAST, 100.00 FEET;

THENCE SOUTH 51°04'00" EAST, 135.00 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE;

THENCE SOUTH 38°54'53" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF LAMPE LANE, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED APRIL 30, 2014 IN BOOK 414, PAGE 5965 AS INSTRUMENT NO. 841794, OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

COPY