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Prepared By and Upon Recording Return To:

David Benck
Vice President & General Counsel
Hibbett Sporting Goods, Inc.
451 Industrial Lane
Birmingham, Alabama 35211
(205) 942-4292

STATE OF NEBRASKA)
COUNTY OF DODGE)

AGREEMENT

THIS AGREEMENT, made and entered into as of this ³⁰ day of April, 2015 by and among SHOPPES OF FREMONT, LLC, a Nebraska limited liability company ("Landlord"), HIBBETT SPORTING GOODS, INC., a Delaware corporation ("Tenant"), and UNION BANK AND TRUST COMPANY, a Nebraska state banking corporation ("Lender").

RECITALS

Tenant and Landlord or its predecessor in interest entered into that certain Agreement of Lease, dated May 7, 2013, as amended by that certain First Amendment to Lease Agreement dated August 22, 2013 and further amended by that Delivery Date Agreement dated November 27, 2013 (collectively, hereinafter referred to as the "Lease"), in the shopping center known as Shoppes of Fremont located in Fremont, Nebraska (the "Property"), such Property being more particularly described on Schedule I. Store #: 1175.

Landlord is indebted to Lender for a mortgage loan, which is secured by a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated 4.30.15, 2015 and recorded on 5.1.15, 2015 as Instrument No. 201501877 in the Office of the Register of Deeds of Dodge County, Nebraska (the "Lender's Lien"). The Lender's Lien and any related assignment of leases and rents are hereinafter referred to as the "Security Instruments".

1152798

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lease and Tenant's leasehold estate created thereby and any renewals, extensions, amendments or modifications thereof, shall be and are subordinate to the lien of the Security Instruments, all advances made or to be made thereunder, and any renewals, extensions, modifications or replacements thereof.
2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, and shall allow Lender to cure such defaults during the cure period, if any, granted Landlord under the Lease.
3. So long as Tenant is not in default in the payment of rent, additional rent or other charges or conditions of the Lease beyond any applicable notice and cure period, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Leased Premises (as defined in the Lease) during the original or any renewal term of the Lease or any extension or modification thereof.
4. Landlord and Tenant agree that Tenant shall make the payments to be made by Tenant under the Lease to Lender upon receipt of written notice of the exercise of its rights arising under the Security Instruments, and Tenant agrees not to prepay by more than one (1) day any sums payable by Tenant under the Lease.
5. If the interest of Landlord shall be acquired by Lender by reason of foreclosure of its Lender's Lien or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall thereupon be bound to Lender 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 effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease. Tenant does hereby attorn to Lender as its landlord and Lender shall attorn to Tenant, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Landlord under the Lease, and notice thereof to Tenant.
6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:
 - (a) liable for damages for any act or omission of any prior landlord (including Landlord) (subject to any rights under the Lease to terminate or for the payment of alternative or reduced rent under certain conditions); or
 - (b) bound by any rent or additional rent which Tenant might have paid for more than one (1) day in advance to any prior landlord (including Landlord); or
 - (c) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

7. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

Shoppes of Fremont, LLC
1820 Binfield
Elkhorn, NE 68022
Attention: Marc Christie

if given to Lender shall be addressed as follows:

Union Bank and Trust Company
2720 S. 177th Street
Omaha, NE 68154
Attention: Jim Barrett

if given to Tenant shall be addressed as follows:

Hibbett Sporting Goods, Inc.
2700 Milan Court
Birmingham, Alabama 35211
Attention: Legal Department

With a copy to: Lease Administrator

or at such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate for notice.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and the Agreement shall continue as if the unenforceable provision had never been contained herein. Notwithstanding the foregoing, the subordination provisions of this Agreement are expressly conditioned on the effectiveness of all the provisions of Paragraph 3 hereof.

11. Notwithstanding anything herein to the contrary, this Agreement shall be effective only upon full execution and delivery by the parties to this Agreement, in an original and recordable form, and if not fully executed and delivered on or before May 22, 2015 shall be deemed automatically withdrawn and revoked.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

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


WITNESS:
(must be other than Notary)

WITNESS:
(must be other than Notary)

WITNESS:
(must be other than Notary)

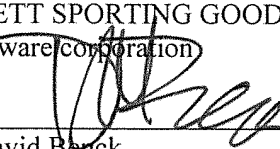
LANDLORD:

SHOPPES OF FREMONT, LLC
a Nebraska limited liability company


By: Marc Christie, Manager

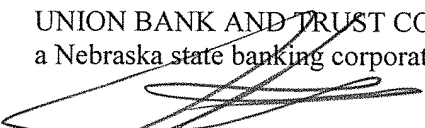
TENANT:

HIBBETT SPORTING GOODS, INC.
a Delaware corporation


By: David Benck
Its: Vice President and General Counsel

LENDER:

UNION BANK AND TRUST COMPANY
a Nebraska state banking corporation


By: Jim Barrett, Vice President

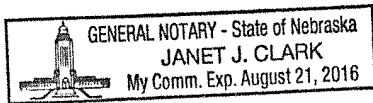
ACKNOWLEDGMENTS ON FOLLOWING PAGE

[Landlord Acknowledgment]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Marc Christie, whose name as Manager of Shoppes of Fremont, LLC, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 30 day of April, 2015.



Janet J. Clark
Notary Public
My commission expires: 8-21-2016

[Tenant Acknowledgment]

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that **David Benck** whose name as **Vice President and General Counsel** of **Hibbett Sporting Goods, Inc.**, a Delaware corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24 day of April, 2015.

Bonnie G. Sandlin
Notary Public: Bonnie G. Sandlin
My commission expires: May 8, 2018

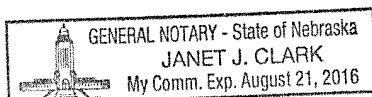
A circular notary seal stamp for Bonnie G. Sandlin, a Notary Public for the State of Alabama. The seal contains the text "Alabama State" and "Notary Public" around a central emblem.

[Lender Acknowledgment]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Jim Barrett whose name as Vice President of Union Bank and Trust Company, a Nebraska state banking corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 30 day of April, 2015.



Janet J. Clark
Notary Public
My commission expires: 8-21-2016

SCHEDULE I

LEGAL DESCRIPTION OF CENTER

Lot 2, Menard Addition, Fremont, Dodge County, Nebraska.

AND

That part of 23rd Avenue North located along the southerly line of Lot 2, Menard Addition, Fremont, Dodge County, Nebraska, originally platted in Wal-Mart's First Addition to said City of Fremont, which shall be considered part of said Lot 2, more particularly described as follows:

Commencing at the intersection of the North Line of said 23rd Avenue North and the West Line of Diers Parkway,

Thence S87°38'00"W a distance of 18.55 feet;

Thence Westerly along said North Line an arc distance of 112.87 feet along a 222.50 foot radius curve to the left, the long chord of which bears S73°05'35"W and has a length of 111.66 feet;

Thence Westerly along said North Line an arc distance of 47.44 feet along a 93.50 foot radius curve to the right, the long chord of which bears S73°05'35"W and has a length of 46.93 feet;

Thence S87°41'20"W a distance of 122.92 feet to the Easterly Line of 24th Street; Thence S32°14'10"W a distance of 66.77 feet to the North Line of 23rd Street;

Thence N87°41'20"E a distance of 333.11 feet along the North Line of 23rd Street to the West Line of Diers Parkway;

Thence N02°29'35"W a distance of 94.77 feet along the West Line of Diers Parkway to the Point of Beginning, containing 0.47 acres more or less.