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Cato Store #1320
Shoppes at Fremont Shopping Center
Fremont, Nebraska

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this 28th day of April, 2015, by and among THE CATO CORPORATION, P. O. Box 34216, Charlotte, North Carolina 28234, hereinafter referred to as "Lessee," SHOPPES OF FREMONT, LLC, 1820 Binfield, Elkhorn, Nebraska 68022, hereinafter referred to as "Lessor", and UNION BANK AND TRUST COMPANY, 2720 South 177th Street, Omaha, Nebraska 68154, hereinafter referred to as "Mortgagee."

WITNESSETH:

For the purposes of inducing Mortgagee to make a loan to Lessor, secured by a mortgage upon property owned or to be acquired by Lessor, part of which is subject to a lease from Lessor's predecessor-in-interest, Arbor Group, LLC, to Lessee dated March 11, 2013 (the "Lease"), undersigned Lessee does hereby agree as follows:

1. That the Lease and the rights of Lessee thereunder are hereby subordinated to a mortgage, and the lien thereof, securing the above mortgage loan to be made by Mortgagee, and to any renewal, modification, or extension thereof, as though said mortgage were executed prior in point of time to the execution of the Lease.
2. In the event of foreclosure of the aforementioned mortgage, Lessee agrees to attorn to and accept the purchaser at the foreclosure sale as landlord for the balance then remaining of the term of the Lease subject to all of the terms and conditions of the Lease.
3. Lessee agrees to give prompt written notice to Mortgagee of any default of Lessor in the obligations of Lessor under the Lease, if such default, left uncured, is of such a nature as to give Lessee a right to terminate the Lease. It is further agreed that such notice will be given to any successor in interest of Mortgagee in said mortgage provided that prior to any such default of Lessor such successor in interest shall have given written notice to Lessee of its acquisition of Mortgagee's interest therein, and designated the address to which such notice is to be directed.

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In consideration of the foregoing agreements of Lessee, the undersigned Mortgagee agrees that it will not disturb Lessee's possession or enjoyment of the premises demised under the Lease, and that it will accept the attornment of Lessee thereafter, if Lessee be not then in default under the Lease beyond any applicable cure period.

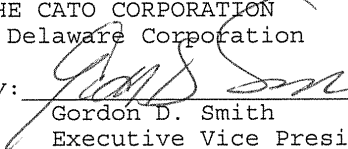
The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said mortgage.

If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument.

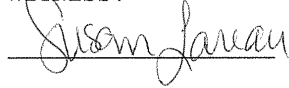
IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

LESSEE:

THE CATO CORPORATION
A Delaware Corporation

By: 
Gordon D. Smith
Executive Vice President
Store Development

WITNESS:



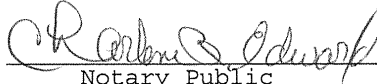
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

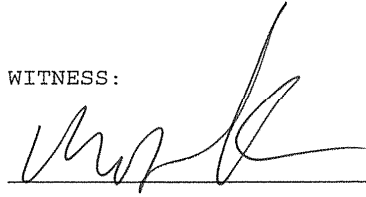
This 28th day of April, 2015, before me, the undersigned Notary Public in and for the county and state aforesaid, personally came GORDON D. SMITH, who being duly sworn, says that he is EXECUTIVE VICE PRESIDENT of THE CATO CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that he signed and sealed said instrument on behalf of said corporation by its authority duly given.

WITNESS my hand and seal, this 28th day
of April, 2015.

My Commission Expires:
My Commission Expires April 25, 2017


Notary Public
MORTGAGEE:

WITNESS:



LESSOR:

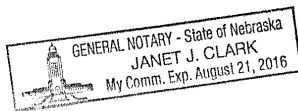
SHOPPES OF FREMONT, LLC
Nebraska limited liability company

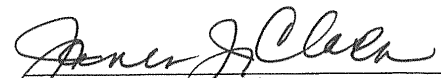
By: 
Marc Christie, Manager

LESSOR ACKNOWLEDGEMENT:

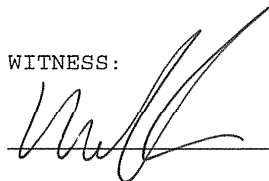
STATE OF NEBRASKA)
COUNTY Douglas) SS

The foregoing instrument was acknowledged before me this 30 day of April, 2015, by Marc Christie, personally known to me 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 entity upon behalf of which he acted, executed the instrument. He is Manager of Shoppes of Fremont, LLC, a Nebraska limited liability company, for and on behalf of said Shoppes of Fremont, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



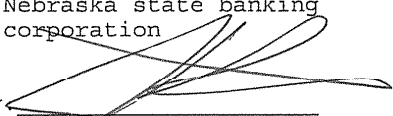

Notary Public

WITNESS:



UNION BANK AND TRUST COMPANY
a Nebraska state banking
corporation

By

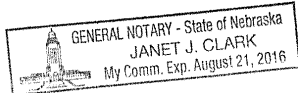



Jim Barrett
Vice President

LENDER ACKNOWLEDGMENT:

STATE OF NEBRASKA)
)SS
COUNTY DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day April, 2015, by Jim Barrett, personally known to me to be the parson 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 entity upon behalf of which he acted, executed the instrument. He is the Vice President of Union Bank and Trust Company, a Nebraska state banking corporation, for and behalf of said Union Bank and Trust Company, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.





Notary Public

EXHIBIT "A"

Lot 2, Menard Addition, an Addition to the City of Fremont, as surveyed, platted and recorded in 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 $87^{\circ}38'00''$ 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 $S73^{\circ}05'35''$ 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 $S73^{\circ}05'35''$ W and has a length of 46.93 feet; thence $S87^{\circ}41'20''$ W a distance of 122.92 feet to the Easterly line of 24th Street; thence $S32^{\circ}14'10''$ W a distance of 66.77 feet to the North line of 23rd Street; thence $N87^{\circ}41'20''$ E a distance of 333.11 feet along the North line of 23rd Street to the West line of Diers Parkway; thence $N02^{\circ}29'35''$ W a distance of 94.77 feet along the West line of Diers Parkway to the Point of Beginning.