

**WHEN RECORDED RETURN TO:**

Chapman and Cutler LLP  
1270 Avenue of the Americas,30th Floor  
New York, New York 10020  
Attn: Thomas J. Infurna, Esq.

<b>DOCUMENTS TITLE(S):</b>	<b>Insured by LTE 60033424-356 STG 26000200045</b>
Subordination, Non-Disturbance and Attornment Agreement	
<b>REFERENCE NUMBER(S) OF DOCUMENTS:</b>	
Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement 202604290263 , Lease 200903250114	
<b>GRANTOR(S):</b>	
Best Buy Stores,L.P.	
<b>GRANTEE(S):</b>	
SHI Owner, LLC, a Delaware limited liability company	
<b>ABBREVIATED LEGAL DESCRIPTION:</b>	
PTN Lots 2 - 9, inclusive, and Lots 13 and 14, inclusive, BSP Burl-01-04, AFN 200606270207; ptn of GL 8 and SE-NE,	
<b>TAX PARCEL NUMBER(S):</b>	
8064-000-002-0000/P121437 & 8064-000-003-0000/P121438 & 8064-000-004-0000/P121439 & 8064-000-005-0000/P121440 & 8064-000-006-0000/P121441 & 8064-000-007-0000/P121442 & 8064- 000-008-0000/P121443 & 8064-000-009-0000/P121444 & 8064-000-013-0000/P121448 & 8064-000- 014-0000/P121449	

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**RREF V – DIRECT LENDING INVESTMENTS, LLC**  
(Lender)

**AND**

**BEST BUY STORES, L.P.**  
(Tenant)

**AND**

**SHI OWNER, LLC,**  
(Landlord)

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

Dated: ~~March~~ **April 29**, 2026

UPON RECORDATION RETURN TO:

Chapman and Cutler LLP  
1270 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, New York 10020  
Attention: Thomas J. Infurna, Esq.

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Best Buy #798.01.1

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (the "Agreement") is made as of the 29 day of April, 2026 by and between **RREF V – D DIRECT LENDING INVESTMENTS, LLC**, a **Delaware limited liability company** ("Lender"), **BEST BUY STORES, L.P.**, a Virginia limited partnership ("Tenant"), and **SHI OWNER, LLC**, a Delaware limited liability company ("Landlord").

**RECITALS:**

A. Lender is the present owner and holder of a certain mortgage, deed of trust, deed to secure debt or similar security agreement dated April 29th, 2026, given by Landlord to Lender (the "Security Instrument") which encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property") and which secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note, dated April 29th, 2026, given by Landlord to Lender (the "Note"); and

B. Tenant is the holder of a leasehold estate in a portion of the Property pursuant to the provisions of a certain lease, described as follows (collectively, the "Lease"): (i) a Lease dated January 19, 2004, (ii) an Amendment No. 1 to Lease dated March 4, 2004, (iii) a Amendment No. 2 dated July 16, 2004, (iv) an Amendment No. 3 dated January 29, 2015, (v) a Amendment No. 4 dated January 25, 2019, (vi) a Fifth Amendment to Lease dated May 14, 2024; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

**AGREEMENT:**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. Provided that the proceeds of any insurance recovery or condemnation award shall be used for the purposes stated in the Lease, Tenant agrees that the Lease, as the same may hereafter be modified, amended or extended, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Security Instrument and the lien thereof, including without limitation all renewals, increases, modifications, consolidations and extensions thereof.

2. Non-Disturbance. So long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession, quiet enjoyment or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Security Instrument

shall be made subject to all rights of Tenant under the Lease. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. After its receipt of notice from Lender or any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") of the completion of a foreclosure under the Security Instrument or that Lender or Acquiring Party has received a conveyance of the Property in lieu of foreclosure or otherwise obtained the right to possession of the Property, Tenant will be considered to have attorned to and recognized Lender or Acquiring Party as its substitute landlord under the Lease, and Tenant's possession, quiet enjoyment and use of the Property will not be disturbed. The foregoing provision will be self-operative, and will not require the execution of any further instrument or agreement by Tenant to effectuate the attornment and recognition. The attornment and recognition of a substitute landlord will be upon all of the terms set forth in the Lease.

4. No Liability. Lender and Tenant agree that if Lender or any Acquiring Party shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Lender or any Acquiring Party and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Lender or Acquiring Party and Lender or Acquiring Party agree to accept such attornment, provided, however, that Lender or Acquiring Party shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), unless Lender has been given written notice thereof and the same time to cure as afforded Landlord under the Lease, or

(b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord) unless Lender has been given written notice thereof and the same time to cure as afforded Landlord under the Lease; or

(c) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Landlord), unless such prepayment is required under the Lease; or

(d) bound by any amendment or modification of the Lease which would change the term of the Lease or the fixed rent specified therein made without Lender's prior written consent.

5. Rent. Tenant hereby agrees to and with Lender that upon receipt from Lender of a notice of any default by Landlord under the Security Instrument, Tenant will pay to Lender directly all rents, additional rents, and other sums due under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Security Instrument, or to inquire into the existence of default by Landlord under the Security Instrument. In the event of the foregoing, Landlord hereby authorizes Tenant to pay to Lender directly all rents, additional rents, and other sums due under the Lease and hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of such payment to Lender, and any such payment shall discharge the obligations of Tenant under the Lease to make such payment to Landlord. In addition, Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, causes of actions, demands, liabilities and losses of any kind or nature, including but not limited to attorney's fees and expenses, sustained by Tenant as a result of its payment of the rent, additional rents, and

other sums due under the Lease directly to Lender in accordance with the terms and conditions hereof.

6. Lender's Consent. Unless Lender shall give its written consent to the same (which consent shall be obtained by Landlord), Lender shall not be bound by any agreement amending or modifying the Lease which would change the term of the Lease or the fixed rent specified therein.

7. Lender to Receive Notices. Tenant shall provide Lender with copies of all written notices of any default by Landlord sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlord. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied during the same time period as Landlord as set forth in the Lease. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord.

8. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if given in accordance with the provisions of the Lease and addressed as follows:

If to Tenant:	Best Buy Stores, L.P. 7601 Penn Avenue South Richfield, MN 55423 Attention: Legal Department - Real Estate
If to Lender:	RREF V – D Direct Lending Investments, LLC c/o Rialto Capital Management, LLC 767 Fifth Avenue, STE 21A New York, New York 10153 Attention: Philip J. Orban, Managing Director
With Copy to:	RREF – V- D Direct Lending Investments, LLC c/o Realto Capital Biscayne, STE 3550 Miami, Florida 33131 Attention: Sorana Georgescu, In House Counsel  Champan and Cutler, LLP 1270 Avenue of the Americas, 30 <sup>th</sup> Floor New York, New York 10020 Attention: Thomas J. Infurna, Esq.
If to Landlord:	SHI Owner, LLC c/o JSH Properties, Inc. 7325 166 <sup>th</sup> Avenue NE STE F-260 Redmond, WA 98052 Attention: _____

or to such other address in the United States as such party from may from time to time designate by written notice to the other parties. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice or consent by either (i) one (1) business day after sending by an overnight courier service, or (ii) two (2) business days after sending by registered or certified mail, return receipt requested, addressed to the other party as indicated above, or at such other address in the United States as may be specified from time to time in writing by either party. Any notice or consent given

hereunder by either party shall be deemed effective when mailed as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery shall be deemed receipt thereof.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Landlord and Tenant and their respective successors and assigns.

10. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise to which Tenant has received written notice of. The terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively.

11. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto, or if the Note is paid in full, this Agreement shall automatically terminate.

12. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

13. Inapplicable Provisions. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

14. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. This Agreement shall not be binding on Tenant until a fully-executed and recorded copy hereof has been returned to it.

15. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

16. Tenant's Personal Property. It is expressly agreed to between Lender, Landlord and Tenant that in no event shall the Security Instrument cover or encumber (shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs, inventory, or other personal property at any time placed in, on or about the Property.

**IN WITNESS WHEREOF**, Lender, Landlord and Tenant have duly executed this Agreement as of the date first above written.

[SIGNATURES ON NEXT PAGE]

**LENDER:**

RREF V - D DIRECT LENDING INVESTMENTS, LLC, a Delaware limited liability company

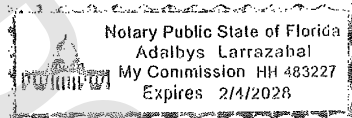
By: \_\_\_\_\_  
Name: Sorana Georgescu  
Title: Secretary

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF MIAMI-DADE )

On April 9<sup>th</sup>, 2026, before me, ADALBYS LARRAZADAL, a Notary Public in and for said State, personally appeared SORANA GEORGESCU, SECRETARY of RREF V - D DIRECT LENDING INVESTMENTS, LLC, a Delaware limited liability company, personally known to me (or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Adalby  
Notary Public  
My Commission Expires: 2-4-28



TENANT:

BEST BUY STORES, L.P., a Virginia limited partnership

By: BBC Property Co., a Minnesota corporation, its general partner

By: *Cara Helper*  
Name: Cara Helper  
Title: Authorized Signatory

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On March 18, 2026, before me, Teresa A. Gaukel, a Notary Public in and for said State, personally appeared Cara Helper, Authorized Signatory, of BBC Property Co., a Minnesota corporation, the general partner of **BEST BUY STORES, L.P.**, a Virginia limited partnership, personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Teresa A Gaukel*  
Notary Public  
My Commission Expires: January 31, 2030





State of New York )  
County of New York ) SS.:

On the 23<sup>rd</sup> day of April in the year 2026 before me, the undersigned, personally appeared Paul C. Lester personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual  
taking acknowledgment

KATHLEEN KEHOE  
Notary Public, State of New York  
No. 01KE4752006  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires January 31, 2018 30

UNOFFICIAL DOCUMENT

**EXHIBIT A**

**Description of Property**

[see attached]

**EXHIBIT A**  
**SHOPPING CENTER LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lots 2 - 9, inclusive, and Lots 13 and 14, inclusive, City of Burlington Binding Site Plan No. Burl-01-04, entitled Newman Development of Burlington, LLC, Retail/Commercial Center, approved June 12, 2006 and recorded June 27, 2006, under Skagit County Auditor's File No. 200606270207, being a revision of that certain instrument approved March 8, 2004 and recorded March 15, 2004, under Auditor's File No. 200403150156, and being a portion of Government Lot 8 and the Southeast 1/4 of the Northeast 1/4, Section 7, Township 34 North, Range 4 East. W M

TOGETHER WITH an easement for ingress, egress and utilities as described in that instrument recorded on February 11, 2004, under Auditor's File No. 200402110099, records of Skagit County, Washington.

ALSO TOGETHER WITH an easement for ingress, egress and utilities as described in that instrument recorded on March 15, 2004 under Auditor's File No. 200403150156 and re-recorded April 8, 2004, under Auditor's File No. 200404080093, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.