

Recording Requested By and
When Recorded Return to:

LCN SKO Omaha (Multi) LLC
c/o LCN Capital Partners, L.P.
142 West 57th Street
New York, New York 10019
Attention: Joshua R. Leventhal, Esq.

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by **LCN SKO OMAHA (MULTI) LLC**, a Delaware limited liability company ("LCN"), **SHOPKO STORES OPERATING CO., LLC**, ("SHOPKO") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. SHOPKO is a "holder" as defined in Idaho Code § 55-3002(6). The Activity and Use Limitations are designed to protect natural resources, human health and the environment. LCN, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 1001 East Gowen Road, County of Ada, State of Idaho (hereafter referred to as "the Property"). The Property is legally described in Attachment A. The Activity and Use Limitations for this Environment Covenant apply only to the Restricted Area of the Property which is described and marked in Attachment B. (map of site with property boundaries identified and the small area marked for this purpose)

Property Ownership. LCN hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the Property and LCN has the power and authority to enter into this Environmental Covenant. SHOPKO is currently the tenant at the Property.

Reason for Activity and Use Limitations. On or about February 8, 2013, there was a release of petroleum fuel at the Property from a damaged underground product dispensing line. In the *Release Investigation and Risk Evaluation Report for Shopko Distribution Center (3-010676) located at 1001 East Gowen Road, Boise, Idaho*, it was reported that levels of ethylbenzene, naphthalene and benzene exceed screening levels in the soils. These concentrations are above allowable risk-based concentration as determined by the Department therefore future use of the Restricted Area of the Property shall be limited to protect human health and the environment as set forth below.

Name and Location of Administrative Record. A copy of the file for the Shopko Distribution Center (3-010676) can be found at the DEQ Boise Office, 1445 North Orchard, Boise, ID 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, LCN, SHOPKO and any of their successors in interest, are hereby restricted from using the Restricted Area of the Property, now or at any time in the future, as specifically set forth below:

1. The Restricted Area of the Property, and any portion thereof, may be used for commercial and industrial uses only. The Restricted Area of the Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care or hospital use.
2. The Restricted Area of the Property identified in Attachment B is restricted from any construction activity that may result in unacceptable human exposure to the contaminants identified herein. Any construction activity in such area that disturbs contaminated soil shall include prior notification to and prior approval by DEQ for soil disturbance activities, addressing, and if necessary, proper disposal of such disturbed contaminated soil.

Breach and Cure of Activity and Use Limitations LCN or its successors in interest, as the case may be, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, LCN or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by LCN or any successors in interest, and Department. For avoidance of doubt, the Property as currently configured as of the date of the Environmental Covenant, including but not limited to all buildings and fixtures thereon and under, are in compliance with the Activity and Use Limitations set forth herein.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. LCN, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that contaminated soils are at levels the

Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by LCN, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, LCN, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by LCN, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. LCN, or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against LCN or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of LCN, or its successors in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that LCN or its successors in interest, correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against LCN or its successors in interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either LCN or its successors, SHOPKO or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER: LCN SKO Omaha (Multi) LLC
c/o LCN Capital Partners, L.P.
142 West 57th Street
New York, New York 10019
Attention: Joshua R. Leventhal, Esq.

SHOPKO: Shopko Stores Operating Co., LLC
700 Pilgrim Way
Green Bay, WI 54304
Attn: Legal Department

THE DEPARTMENT: Idaho Department of Environmental Quality
ATTN: State Response Program Manager
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and LCN or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of LCN or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

Accepted:

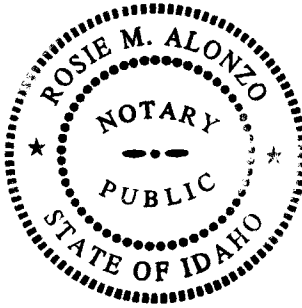
Idaho Department of Environmental Quality

Signature: [Handwritten Signature]
Printed Name: John H. Tippetts
Title: Director, Idaho Department of Environmental Quality
Date: Sept. 20, 2016

State of Idaho)
County of Ada) ss.

On this 20 day of September, in the year 2016, before me, a Notary Public in and for said County and State, personally appeared John H. Tippetts, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho: Rosie M. Alonzo
Residing at: Nampa, Idaho
Commission Expires: 11/21/2020

Signature and Acknowledgments

Accepted:

SHOPKO STORES OPERATING CO., LLC

Signature: [Handwritten Signature]
Printed Name: Peter G. Vandenhouten
Title: Secretary
Date: 9-7-16

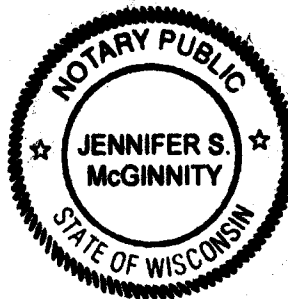
State of Wisconsin)
County of Brown) ss.

On this 7 day of Sept., in the year 2016, before me, a Notary Public in and for said County and State, personally appeared Peter G. Vandenhouten, known or identified to me to be the Secretary of Shopko Stores Operating Co., LLC, that executed this Environmental Covenant, and acknowledged to me that the he/she executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Brown Co: Wisconsin
Residing at: Green Bay, Wisconsin
Commission Expires: is permanent

[Handwritten Signature]



ATTACHMENT A

LEGAL DESCRIPTION OF THE PROPERTY

UST FACILITY ID 3-010676

PARCEL ID S1501223205

Real property in the City of Boise, County of Ada, State of Idaho, described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 2 EAST, B.M., ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF THE WEST HALF OF SAID SECTION 1; THENCE SOUTH 00°44'50" WEST 740.41 FEET ALONG THE WESTERLY BOUNDARY OF THE WEST HALF OF SAID SECTION 1 TO AN ALUMINUM CAP SET IN CONCRETE, SAID ALUMINUM CAP BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF GOWEN ROAD AS SHOWN ON ACCESS ROAD FAP 237 C (1) HIGHWAY SURVEY ON FILE IN THE OFFICE OF THE IDAHO DEPARTMENT OF TRANSPORTATION, BOISE, IDAHO; THENCE LEAVING SAID WESTERLY BOUNDARY SOUTH 76°13'05" EAST 67.75 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID GOWEN ROAD TO AN IRON PIN, SAID IRON PIN BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID GOWEN ROAD SOUTH 76°13'05" EAST 1369.05 FEET TO AN ALUMINUM CAP SET IN CONCRETE ON THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID ALUMINUM CAP BEING A POINT ON CURVE; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD ALONG A NON-TANGENT CURVE TO THE LEFT 1954.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 56°39'03", A RADIUS OF 1965.40 FEET, TANGENTS OF 1066.77 FEET AND A LONG CHORD OF 1875.14 FEET BEARING SOUTH 08°46'10" WEST TO AN IRON PIN MARKING A POINT OF COMPOUND CURVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD ALONG A CURVE TO THE LEFT 186.82 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 02°45'32", A RADIUS OF 3879.71 FEET, TANGENTS OF 93.43 FEET AND A LONG CHORD OF 186.80 FEET BEARING SOUTH 21°37'23" EAST TO AN IRON PIN MARKING A POINT OF ENDING OF CURVE; THENCE LEAVING THE SAID WESTERLY RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD ALONG A NON-TANGENT LINE NORTH 76°13'05" WEST 1172.57 FEET TO AN IRON PIN, SAID IRON PIN BEING 66.00 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID WEST HALF OF SECTION 1; THENCE NORTH 00°26'46" EAST 156.74 FEET ALONG A LINE PARALLEL TO AND 66.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID WEST HALF OF SECTION 1 TO AN IRON PIN ON THE SOUTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 00°44'50" EAST 1917.11 FEET TO THE POINT OF BEGINNING.

PARCEL D:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR VEHICULAR INGRESS AND EGRESS AND FOR THE INSTALLATION OF UTILITY LINES GRANTED IN THE NON-EXCLUSIVE EASEMENT, RECORDED AS INSTRUMENT NO. 913736, OVER, ACROSS, UPON, IN, UNDER AND THROUGH THE FOLLOWING:

A PARCEL OF LAND BEING A 66-FOOT WIDE INGRESS-EGRESS EASEMENT LYING IN THE WEST HALF OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 2 EAST, B M, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID WEST HALF OF SECTION 1; THENCE SOUTH 00°44'50" WEST 740.41 FEET ALONG THE WESTERLY BOUNDARY OF SAID WEST HALF OF SECTION 1 TO AN ALUMINUM CAP ON THE SOUTHERLY RIGHT OF WAY LINE OF GOWEN ROAD, SAID ALUMINUM CAP BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY OF THE WEST HALF OF SECTION 1 SOUTH 00°44'50" WEST 1932.87 FEET TO A BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY OF THE WEST HALF OF SECTION 1 SOUTH 00°26'46" WEST 140.96 FEET TO AN IRON PIN; THENCE LEAVING SAID WESTERLY BOUNDARY SOUTH 76°13'05" EAST 67.83 FEET TO AN IRON PIN; THENCE NORTH 00°26'46" EAST 136.74 FEET ALONG A LINE PARALLEL WITH AND 66.00 FEET EASTERLY OF SAID WESTERLY BOUNDARY OF THE WEST HALF OF SECTION 1 TO AN IRON PIN; THENCE NORTH 00°44'50" EAST 1917.11 FEET ALONG A LINE PARALLEL WITH AND 66.00 FEET EASTERLY OF SAID WESTERLY BOUNDARY OF THE WEST HALF OF SECTION 1 TO AN IRON PIN ON SAID SOUTHERLY RIGHT OF WAY LINE OF GOWEN ROAD; THENCE NORTH 76°13'05" WEST 67.75 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF GOWEN ROAD TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED 66-FOOT WIDE INGRESS-EGRESS EASEMENT.

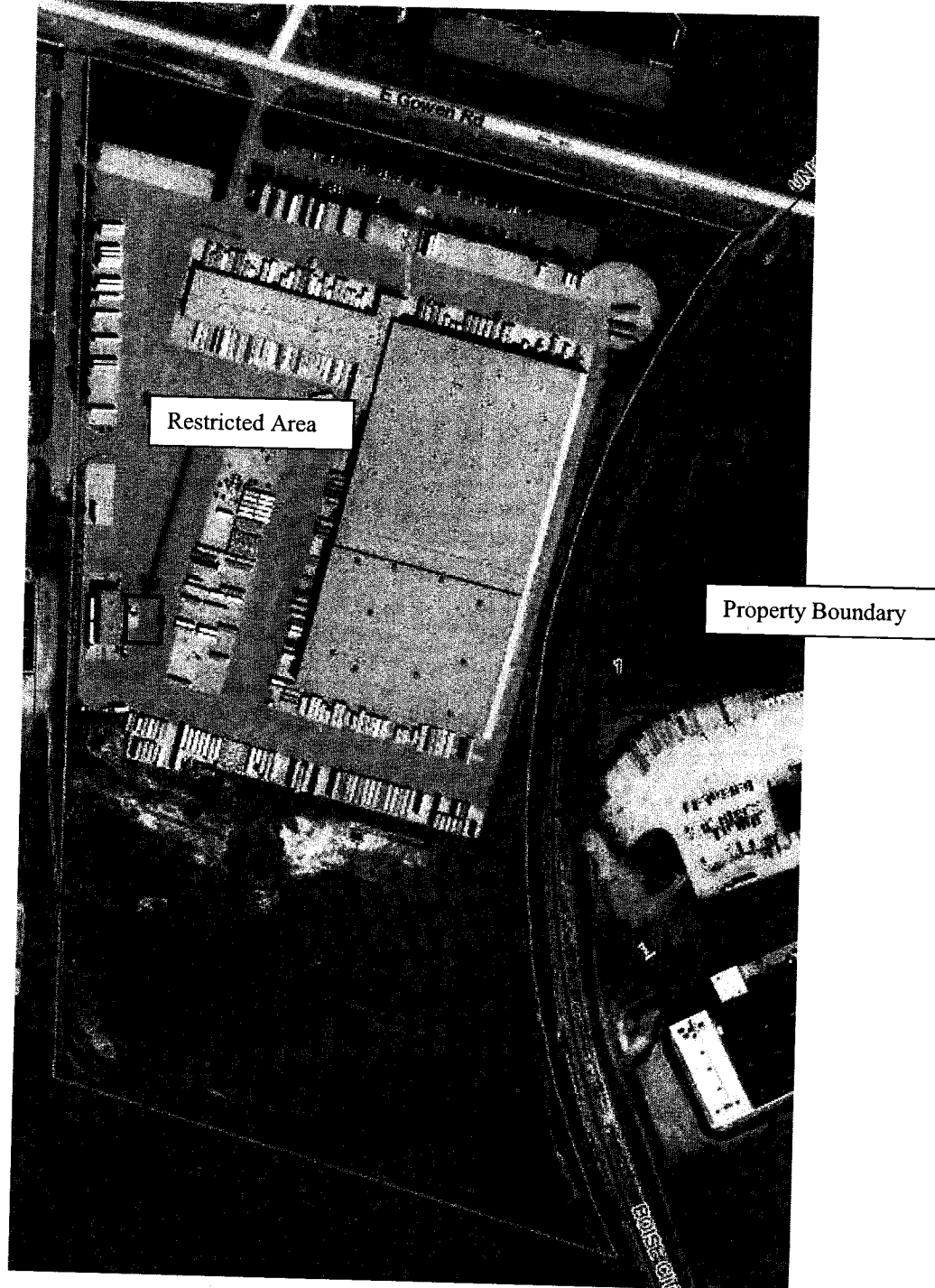
Tax Parcel Number: S-1501-22-3205

ATTACHMENT B

MAP OF PROPERTY AND RESTRICTED AREA

UST FACILITY ID 3-010676

PARCEL ID S1501223205



**NOTICE OF ANNUAL COMPLIANCE REPORTING
FOR ENVIRONMENTAL COVENANT**

This Notice of Annual Compliance Reporting for Environmental Covenant form is to assist property owners with the Compliance Reporting provision included in the Environmental Covenant. Owner[s] shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations. This annual report requirement runs from the effective date of the Environmental Covenant, the date on which the Environmental Covenant was officially recorded with the property deed.

MAIL ANNUAL NOTICE TO:

Idaho Department of Environmental Quality
State Response Program Manager
1410 N. Hilton
Boise, ID 83706

CURRENT PROPERTY OWNER NAME: _____

DATE OF ANY OWNERSHIP CHANGES THIS PAST YEAR:

PROPERTY NAME AND ADDRESS:

ENVIRONMENTAL COVENANT

COUNTY RECORDERS INSTRUMENT NUMBER:

GENERAL DESCRIPTION OF ACTIVITY AND USE LIMITATION(S):

OWNER(S) VERIFIES COMPLIANCE WITH THE ACTIVITY AND USE LIMITATIONS IDENTIFIED IN THE ABOVE REFERENCED ENVIRONMENTAL COVENANT IN THIS ANNUAL REPORT FILED WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY.

PROPERTY OWNER REPRESENTATIVE (PRINT/TYPE)

TITLE

SIGNED

DATE