

**Recognition, Non-Disturbance and  
Attornment Agreement**

**THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (the “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2019 by and between **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic created and operating under the ordinances of the City of Kansas City, Missouri and the statutes of the State of Missouri (“Fee Owner”), **CITI TRENDS, INC.**, a Delaware corporation (“Tenant”), and **LINWOOD SHOPPING CENTER REDEVELOPMENT COMPANY, LLC**, a Missouri limited liability company (“Landlord”).

**RECITALS:**

A. Fee Owner is the owner of certain land described in Exhibit B attached hereto (the “Property”) of which the Premises described in Exhibit A attached hereto is leased to Landlord by that certain Ground Lease dated February 14, 1992, between Fee Owner and Landlord and recorded in the Jackson County, Missouri real estate records as Instrument No. 1992K1014675 (the “Original Ground Lease”), as assigned to and assumed by Landlord and amended by that certain Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 31, 2017, and recorded as Instrument No. 2017E0014976, and as amended by that certain Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated January 23, 2019, and recorded as Instrument No. 2019E0008487, by that certain Amendment to Assignment, Assumption and Amendment of Ground Lease and Redevelopment Contract dated June 19, 2019, and recorded as Instrument No. 2019E0054122, and by that certain Amendment to Ground Lease and Estoppel Agreement dated September 26, 2019, as evidenced by the Memorandum of Amendment to Ground Lease and Estoppel Agreement dated September 26, 2019, and recorded as Instrument No. 2019E0078169 (hereafter, collectively the “Ground Lease”). Except as referenced in this Recital, the Ground Lease is unmodified and remains in full force and effect; and

B. Tenant is the holder of a sub-leasehold estate in a portion of the Property pursuant to the provisions of a certain Lease dated \_\_\_\_\_, 2019, by and between Landlord and Tenant (the “Sublease”); and

C. In accordance with Article 11 of the Original Ground Lease, the Fee Owner recognizes the Sublease and agrees to grant non-disturbance to Tenant’s interest in the Sublease on the terms and conditions provided in the Ground Lease.

**AGREEMENT:**

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

1. Subordination. Subject to the terms of this Agreement, Tenant agrees that the Sublease, 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 Ground Lease, including without limitation all renewals, modifications, and extensions thereof.

2. Non-Disturbance. So long as Tenant is not in default under the Sublease beyond any applicable notice and cure periods, Fee Owner agrees for itself and its successors in interest and for any purchaser of the Property upon a termination of the Ground Lease or the sale of the Property, Tenant shall not be named as a party in any dispossessory action unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Sublease 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 Fee Owner of any of its other rights under the Ground Lease shall be made subject to all rights of Tenant under the Sublease. For purposes of this Agreement, a "termination" shall include (but not be limited to) a dispossessory action, a voluntary termination of the Ground Lease, and any other transfer of the Fee Owner's interest in the Property under peril of Ground Lease termination, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of said termination.

So long as Tenant is not in default under the Sublease beyond any applicable notice and cure periods, Fee Owner shall not, in the exercise of any of the rights arising or which may arise out of the Ground Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive Tenant in, or of, its possession or its rights to possession of the Premises or of any right or privilege granted to or inuring to the benefit of Tenant under the Sublease.

3. Attornment. After its receipt of notice from Fee Owner or any person or entity which acquires the Property through a termination of the Ground Lease (an "Acquiring Party") or the completion of a termination of the Ground Lease or the succession of said party to the interest of Landlord or that the Fee Owner or Acquiring Party has received a conveyance of the Property in lieu of termination or otherwise obtained the right to possession of the Property or receipt of rents, Tenant will be considered to have attorned to and recognized the Fee Owner or Acquiring Party as its substitute landlord under the Sublease, and Tenant's possession, quiet enjoyment and use of the Property will not be disturbed, provided Tenant is not in default of the Sublease beyond any applicable cure period. 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. Notwithstanding, upon receipt of such a notice by an Acquiring Party, Tenant shall deliver written confirmation of its attornment to said Acquiring Party. The attornment and recognition of a substitute landlord will be upon all of the terms set forth in the Sublease.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Fee Owner, Landlord and Tenant and their respective successors and assigns. Fee Owner and Tenant agree that if Fee Owner or any Acquiring Party shall succeed to the interest of Landlord by reason of the termination of the Ground Lease or the acceptance of an assignment in lieu of termination or otherwise, the Sublease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Fee Owner or any Acquiring Party and Tenant upon all of the terms, covenants and conditions set forth in the Sublease and in that event, Tenant agrees to

attorn to the Fee Owner or Acquiring Party and the Fee Owner or Acquiring Party agree to accept such attornment, provided, however, that Fee Owner or Acquiring Party shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) under the Ground Lease or the Sublease, or

(b) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for in advance to any prior landlord (including Landlord).

Notwithstanding anything in this Agreement to the contrary, in the event that the Ground Lease is terminated Landlord and Tenant acknowledge that Fee Owner does not intend to remain as the owner of the Property and succeed to the interest of Landlord under the Sublease as a direct lease between Fee Owner and Tenant, it being understood that Fee Owner is an agency of the City of Kansas City, Missouri and lacks the resources to manage and operate the shopping center improvements located on the Property or to otherwise perform the obligations of Landlord under the Sublease. In such an event, it is anticipated that Fee Owner will, subject to the rights of lenders under the Ground Lease, contemporaneously with the termination of the Ground Lease transfer title to the Property to a party having the requisite experience and resources to own and operate the Property and related shopping center improvements (also an "Acquiring Party"), which Acquiring Party, as a condition to assuming title to the Property shall also assume Landlord's interest and obligations under the Sublease. Alternatively, in lieu of terminating the Ground Lease, Fee Owner may, subject to the rights of lenders under the Ground Lease, assign the Landlord's interest and obligations under the Ground Lease to a developer having the requisite experience and resources to own and operate the shopping center improvements located on the Property, which developer, as a condition to assuming Landlord's interest and obligations under the Ground Lease, shall also assume Landlord's interest and obligations under the Sublease.

5. Fee Owner's Acceptance; No Modification of Ground Lease. Unless affirmatively accepted by Fee Owner in writing and in Fee Owner's sole and absolute discretion, Fee Owner shall have no obligations under the Sublease (even in the event that the Ground Lease is terminated, except as expressly set forth in Sections 2 and 4 this Agreement) and Fee Owner shall not be liable, or deemed to be liable, to Landlord, to Tenant, or to any third party for any default, or claimed default, by Landlord or by Tenant under this Agreement or the Sublease, except for Sections 2 and 4 of this Agreement. Landlord shall indemnify and agrees to protect, defend and hold harmless Fee Owner and Fee Owner's commissioners, officers, employees, agents, affiliates, and successors and assigns, from and against all claims, liens, demands, losses, damages, fees, expenses, liabilities, administrative or judicial proceedings, orders, judgments, causes of action, attorney's fees, court fees, and/or costs of any kind directly or indirectly arising out of or attributable to in whole or in part: (a) the performance or enforcement of this Agreement or the Sublease; or (b) any dispute between or among Fee Owner, Landlord, Tenant, or any third party in connection with this Agreement or the Sublease. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement modifies, amends, or changes the terms and conditions of the Ground Lease or the rights and obligations of Fee Owner and Landlord under the Ground Lease. To the extent of any discrepancy between this Agreement and the Ground Lease as to the terms or conditions of the Ground Lease or the rights and obligations of Fee Owner and Landlord under the Ground Lease, the Ground Lease shall control.

6. Fee Owner to Receive Notices. Tenant shall provide Fee Owner or Acquiring Party with copies of all written notices of any default by Landlord sent to Landlord pursuant to the Sublease simultaneously with the transmission of such notices to the Landlord. Fee Owner and Acquiring Party shall have the right but not the obligation to remedy any Landlord default under the Sublease, or to cause any default of Landlord under the Sublease to be remedied during the same time period as Landlord as set forth in the Sublease. Tenant shall accept performance by Fee Owner or Acquiring Party of any term, covenant, condition or agreement to be performed by Landlord under the Sublease with the same force and effect as though performed by Landlord.

7. 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 Sublease and addressed as follows:

If to Tenant: Citi Trends, Inc.  
Attn: Lease Administration  
104 Coleman Boulevard  
Savannah, GA 31408-9565

If to Landlord: Linwood Shopping Center Redevelopment Company, LLC  
2420 E. Linwood Boulevard, Suite 109  
Kansas City, MO 64109  
Attention: Donald Maxwell

If to Fee Owner: Land Clearance for Redevelopment Authority of Kansas  
City, Missouri  
300 Wyandotte Street, Suite 400  
Kansas City, MO 64105  
Attention: Executive Director

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.

7. Definitions. The term "Fee Owner" as used herein shall include the heirs, personal representatives, successors and assigns of Fee Owner and any person, party or entity which shall become the fee owner of the Property and 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.

8. 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.

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

10. 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.

11. 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 copy hereof has been returned to it.

12. 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.

13. Tenant's Personal Property. It is expressly agreed to between Landlord and Tenant that in no event shall the Sublease or the statutory landlord's lien 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, Landlord hereby specifically waives any landlord's lien claim on said items.

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

**[SIGNATURES ON NEXT PAGE]**

**FEE OWNER:**

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**

\_\_\_\_\_  
Daniel Moye, Secretary

By: \_\_\_\_\_  
Name: Steven D. Hamilton  
Title: Chairman

**TENANT:**

**CITI TRENDS, INC.**, a Delaware corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: Bruce D. Smith  
Its: President

\_\_\_\_\_  
Witness

**LANDLORD:**

**LINWOOD SHOPPING CENTER  
REDEVELOPMENT COMPANY, LLC,** a  
Missouri limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENTS**

**FEE OWNER**

**STATE OF MISSOURI**                    )  
  )**ss.:**  
**COUNTY OF JACKSON**                )

Before me a Notary Public in and for said County in said State, hereby certify that Steven D. Hamilton, whose name as Chairman of Land Clearance for Redevelopment Authority of Kansas City, Missouri, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily on behalf of said entity in his capacity as Chairman of the Board of Commissioners of said entity.

Given under my hand and seal, as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**TENANT**

**STATE OF GEORGIA**

**COUNTY OF CHATHAM**

This \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally came Bruce D. Smith who being sworn that he is President of Citi Trends, Inc., a Delaware corporation, that said writing was signed and sealed by him, on behalf of said Corporation, by its authority duly given, and the said officer acknowledged the said writing to be the act and deed of said Corporation.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

(Official Seal) \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDLORD**

**STATE OF** \_\_\_\_\_ )  
 )**ss.:**  
**COUNTY OF** \_\_\_\_\_ )

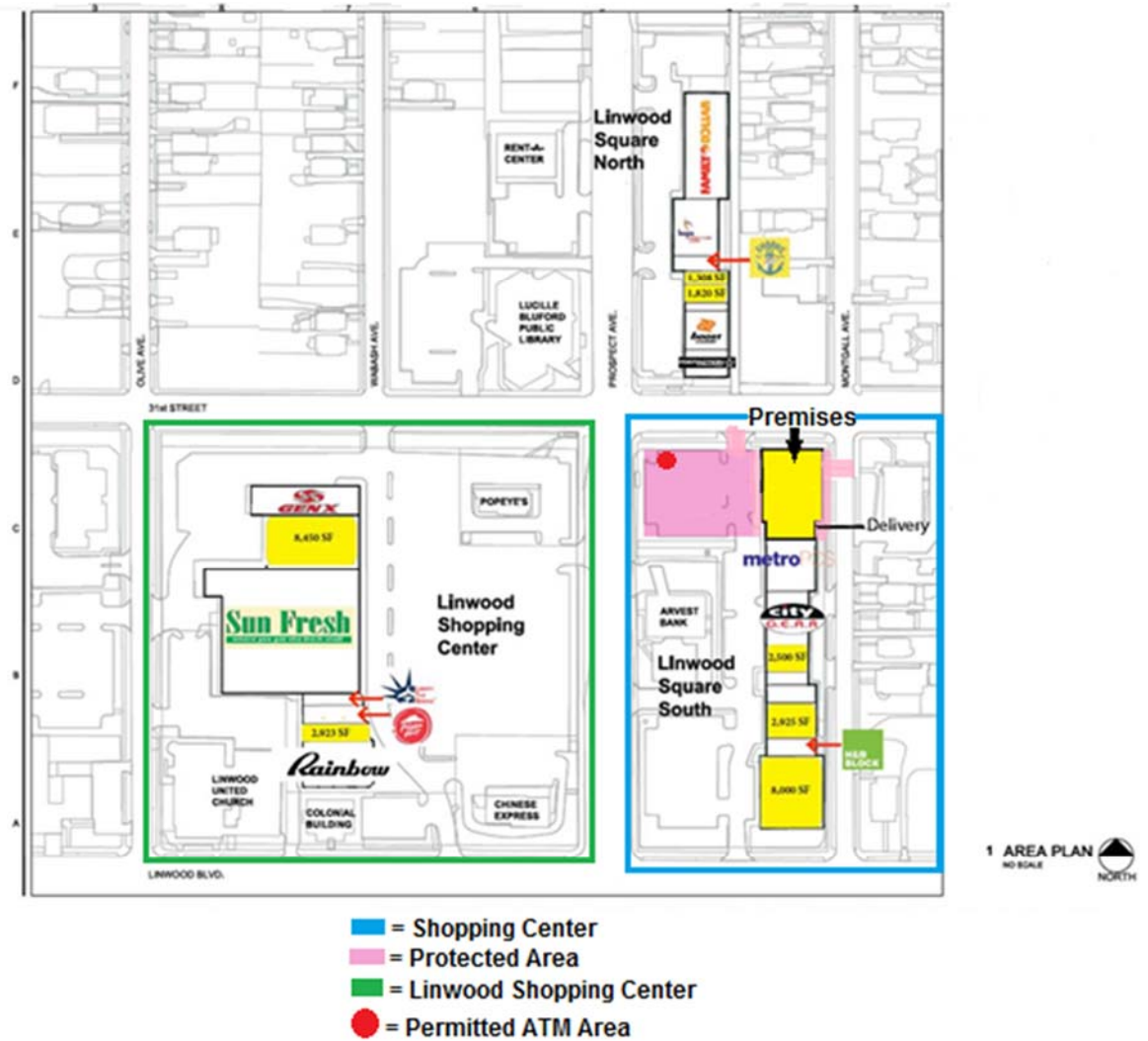
Before me a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily on behalf of said limited liability company.

Given under my hand and seal, as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Exhibit A  
The Premises



*Exhibit B*  
*Legal Description of the Property*

TRACT 1:

LOT 1, CDC-KC LINWOOD SQUARE 1ST PLAT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI,  
ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOT 1, CDC-KC LINWOOD SQUARE 2ND PLAT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI,  
ACCORDING TO THE RECORDED PLAT THEREOF.