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Recorded at the request of and
to be mailed after recording to:

98 DEC 11 P1 02 Vol. 198 Page 45385

KEY BANK NATIONAL ASSOCIATION
700 5th Avenue, 52nd Floor
Seattle, Washington 98104

K-52604
NON-DISTURBANCE, ATTORNMENT
AND SUBORDINATION AGREEMENT

BIG 5 CORP., a Delaware corporation, ("Lessee") formerly named United Merchandising Corp. is the lessee under a lease (the "Lease") dated March 7, 1997, with

NO APPLES I - KLAMATH FALLS, L.L.C.,
a Washington limited liability company

("Lessor") of the premises located at 3500 Washburn Way, Klamath Falls, Klamath County, Oregon, and more particularly described in Exhibit A attached hereto (the "Demised Premises").

KEY BANK NATIONAL ASSOCIATION,
a national banking association

("Beneficiary") is or will be the holder of the beneficial interest under a Deed of Trust dated December 11, 1998, recorded concurrently herewith in the Official Records in the County of Klamath, State of Oregon as Instrument No. 198-45316 on said Demised Premises (the "Deed of Trust"). Lessee and Beneficiary desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following non-disturbance, attornment and subordination agreements.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Provided the Lease is in full force and effect and there are no defaults by Lessee in the payment of rent thereunder then:
 - 1.1. The right of possession of Lessee to the Demised Premises and Lessee's rights arising out of the Lease shall not be affected or disturbed by Beneficiary in the exercise of any of its rights under the Deed of Trust or the Note secured thereby.
 - 1.2. Lessee shall not be named in any foreclosure action related to the Deed of Trust.
 - 1.3. In the event that Beneficiary or any other person acquires title to the Demised Premises pursuant to the exercise of any remedy provided for in the Deed of Trust or under the laws of the state in which the Demised Premises are located, the Lease shall not be terminated or affected by said foreclosure or sale resulting from any such proceeding; and Beneficiary hereby covenants that any sale by it of the Demised Premises pursuant to the exercise of any rights and remedies under the Deed of Trust or otherwise, shall be made subject to the Lease and the rights of Lessee thereunder; and Lessee covenants and agrees to attorn to Beneficiary or such other

person as its new lessor; and the Lease shall continue in full force and effect as a direct lease between Lessee and Beneficiary or such other person, as Lessor, upon all the terms, covenants, conditions and agreements set forth in the Lease between Lessee and Lessor. However, in no event shall Beneficiary or such person be:

1.3.1. liable for any act or omission of Lessor, except for those acts or omissions for which Lessee has given Beneficiary notice thereof prior to said foreclosure or sale;

1.3.2. bound by any payment of rent made by Lessee by more than thirty (30) days in advance of the due date under the Lease;

1.3.3. bound by any amendment to the Lease made subsequent to the date of this Agreement without the written consent of Beneficiary, which consent shall not be unreasonably withheld or withheld for the purpose of effectuating a change in terms to the Deed of Trust. Beneficiary hereby consents to any such subsequent amendment if the primary purpose of such amendment is to provide for the expansion or remodeling of the Demised Premises or an extension of the primary term or option periods, so long as there is no decrease in the minimum rent payable under the Lease.

Notwithstanding the foregoing, the rights and obligations of Lessee and Beneficiary, respectively, upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, including any renewals or extensions thereof, be the same as now set forth in the Lease and by this reference the Lease is incorporated herein as part of this Agreement.

1.4. Beneficiary agrees that in the event of casualty or condemnation, insurance or condemnation proceeds shall be used for the purpose of reconstruction in the circumstances set forth in the Lease and subject to the provisions of the Lease.

2. The Lease shall be subject and subordinate to the lien of the Deed of Trust and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, not inconsistent with Paragraph 1 of this Agreement.

3. Any notices or other communication required or desired to be given by one party to the other party hereto shall be given in writing by mailing the same by certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

1 To Lessee: Big 5 Corp.
2 2525 East El Segundo Boulevard
3 El Segundo, California 90245
4 Attention: President or Secretary
5
6 To Beneficiary: Key Bank National Association
7 700 5th Avenue, 52nd Floor
8 Seattle, Washington 98104
9 Attention: Shelly Schwab
10

11 or to such other addresses as the respective parties may from time to time
12 designate by notice given as provided in this Agreement. Notices shall be
13 deemed effective upon receipt but if the addressee refuses to accept any
14 notice or demand mailed in accordance with the provisions of this
15 Paragraph 3., notice shall be deemed received three (3) days after being
16 deposited in the United States mail in accordance with the provisions of
17 this Paragraph 3.
18

- 19 4. This Agreement may not be modified other than by an agreement in writing
20 signed by the parties hereto or by their respective successors in
21 interest.
22
- 23 5. This Agreement shall inure to the benefit of and be binding upon the
24 parties hereto and their successors and assigns.
25
- 26 6. The foregoing provisions shall be self operative and effective without the
27 execution of any further instruments on the part of either party hereto.
28
- 29 7. Should Beneficiary cease to have a beneficial interest under the Deed of
30 Trust, Beneficiary shall give prompt written notice to Lessee of the
31 reconveyance, assignment or other form of termination of said beneficial
32 interest.
33

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Big 5, Klamath Falls, OR
09-21-98 (3)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
to be duly executed this 24th day of September, 1998.

KEY BANK NATIONAL ASSOCIATION,
a national banking association

By Sherry L. Schwab
Title: Senior Loan Closing Officer

By Carol Tuttle
Title: Vice President

BENEFICIARY

BIG 5 CORP.,
a Delaware corporation

By Steven G. Miller
Steven G. Miller, President

By Gary S. Meade
Gary S. Meade, Secretary

LESSEE

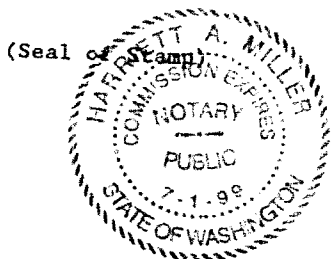
Big 5, Klamath Falls, OR
09-21-98 (3)

45389

State of Washington)
) SS.
County of King)

I certify that I know or have satisfactory evidence that Shelly L. Schwab
and Carol Tuttle is/are the person(s) who appeared before me, and
said person(s) acknowledged that he/she/they signed this instrument, on oath
stated that he/she/they was/were authorized to execute the instrument and
acknowledged it as the Sr. Loan Closing Officer and V. P. of KeyBank National
Association (respectively) to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

Dated: October 27, 1998.



Signature Harriett A. Miller

Harriett A. Miller

(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at Mountlake Terrace
My appointment expires 7/1/99

State of California)
) SS.
County of Los Angeles)

On September 24, 1998, before me, Aurelia Saucedo, a Notary Public,
personally appeared Steven G. Miller and Gary S. Meade, personally known to me
to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities,
and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Aurelia Saucedo

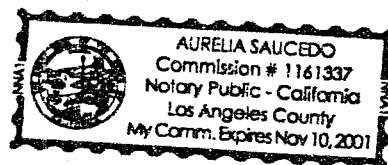


EXHIBIT A

Legal Description

Lots 16 and 17, Tract 1276, a re-subdivision of a portion of Lot 3, Block 1 of "Tract 1080 - Washburn Park", according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 11th day
of December A.D., 19 98 at 1:02 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 45385.

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kathleen Rosa