

Summary of Material Terms

Third Amended and Restated Loan and Security Agreement (the "Loan Agreement"), dated as of January 16, 2018, by and among Wells Fargo Bank, National Association, as agent for the Lenders ("Agent"), Wells Fargo Bank, National Association, as agent for the Term Loan B Lenders ("Term Loan B Agent"), Spirit Realty L.P., as agent for the Term Loan B-1 Lenders ("Term Loan B-1 Agent"), the parties thereto as lenders (the "Lenders"), ShopKo Stores Operating Co., LLC (the "Administrative Borrower") and the other Borrowers and Guarantors (each as defined therein) from time to time party thereto. Capitalized terms used but not defined herein are defined in the Loan Agreement.

The following summary highlights the material terms of the Loan Agreement but does not purport to (i) describe the borrowing base requirements or (ii) identify all of the various exceptions to negative covenants (except for the material baskets). Please consult the Loan Agreement for specific questions regarding the facility.

Term Loan B-1 Loans	
<i>Term Loan B-1 Limit</i>	\$35,000,000 (definition of "Term Loan B-1 Limit"). This is the Spirit tranche.
<i>Revolving Loan A Commitment</i>	\$700,000,000
<i>Revolving Loan A-1 Commitment</i>	\$30,000,000
<i>Term Loan B</i>	<p>\$72,500,000 Term Loan B Limit and original principal amount (definition of "Term Loan B Limit" and Section 2.1A(a))</p> <p>\$53,891,062.50 of Term Loans B were outstanding as of the closing date (based on information provided by the Agent)</p>
<i>Maturity</i>	June 19, 2020 (Section 14.1)
<i>Amortization of Term B-1 Loan</i>	\$583,625 on a quarterly basis commencing on November 1, 2018 and on the first day of each third calendar month thereafter (with the entire unpaid balance to be paid upon the last installment) (Section 2.1B(b))
<i>Payment Priority</i>	Last out (Section 6.4)
<i>Call Premium of Term B-1 Loan</i>	<ul style="list-style-type: none"> • 2% of the principal amount repaid or prepaid, other than amortization payments, prior to January 10, 2019 • 1% of the principal amount repaid or prepaid, other than amortization payments, on or after January 10, 2019 and prior to January 10, 2020 <p>Such fees are not required to be paid in the event of the termination of the Commitments and the full and final repayment of all Obligations prior to January 10, 2020 with the proceeds of (a) the sale of all or substantially all of the assets of Borrowers or the Voting Stock of Parent or one or more Borrowers that would result in a Change of Control or (b) a Qualifying IPO (Section 3.2(e))</p>
Collateral Covenants	
<i>Collateral Reporting</i>	<p>As soon as possible after the end of each month (but within 10 BDs), or as soon as possible after the end of each week if an Accelerated Borrowing Base Delivery Period exists:</p> <ul style="list-style-type: none"> • Inventory reports (Section 7.1(a)(i)) • Report of credit card sales (Section 7.1(a)(i)) • Agings of accounts receivable, together with a reconciliation to the prior month/week (Section 7.1(a)(i))

	<ul style="list-style-type: none"> • Borrowing base certificate (Section 7.1(a)(ii)) • Perpetual inventory reports, inventory reports by location and class, agings of accounts payable, inventory to be returned to vendors, aging report w/r/t outstanding merchandise gift certificates/cards, total purchase price paid to Borrowers in respect of layaway goods, calculation of Borrowing Base A, Borrowing Base A-1, and Borrowing Base B reflecting “Stock Ledger” activity for such month/week, a general ledger trial balance, summary of closed retail store locations and going-out-of-business sales (identifying proceeds sold in connection with such closures), reports of sales of inventory and a report of the number of prescriptions filled in the immediately preceding month or week (along with the dollar amount of sales of such prescriptions) (Section 7.1(a)(iii)) <p>As soon as possible after the end of each month (but within 10 BDs):</p> <ul style="list-style-type: none"> • Addresses of all new retail store locations of Borrowers opened and store locations closed or sold (Section 7.1(a)(iv)) • Report of any new deposit account established or used by Borrowers with any bank or financial institution (including name, number, purpose and amount of such account and the name and address of the financial institution) (Section 7.1(a)(iv)) <p>Upon Agent’s request:</p> <ul style="list-style-type: none"> • Reports of sales for each class of inventory (Section 7.1(a)(v)) • Reports of aggregate inventory purchases and identification of inventory in transit to any Borrower (Section 7.1(a)(v)) • Copies of purchase orders, sales, invoices, credit memos, remittance advices and reports and copies of deposit slips and bank statements (Section 7.1(a)(v)) • Marine survey and in-bound vessel reports, port of entry summaries for each shipment of Inventory received by any Borrower (including packing slips and invoices and copies of bills of lading w/r/t Eligible Inventory that is In-Transit Open Account Inventory) (Section 7.1(a)(v)) • Reports and sales and use tax collections, deposits and payments (Section 7.1(a)(v)) • Reports w/r/t Payless Inventory and proceeds (Section 7.1(a)(v)) • Reports on proceeds from lottery sales (including amounts deposited into Store Accounts or Blocked Accounts and amounts owing to any lottery commission or similar agency or any Governmental Authority) (Section 7.1(a)(v))
<i>Inventory</i>	<p>At least once each year but at any times as Agent may request during an EoD:</p> <ul style="list-style-type: none"> • Each Borrower and Guarantor shall conduct a physical count of the Inventory through periodic cycle counts or wall to wall counts and promptly following such physical inventory, shall supply Agent with a report concerning such physical count (Section 7.3(b)) <p>In addition to certain ongoing maintenance requirements, Borrowers shall deliver to Agent:</p> <ul style="list-style-type: none"> • Written appraisals as to the Inventory (i) 2 times in any consecutive 12 month period, (ii) 1 additional time in each consecutive 12 month period if Excess Availability is less than \$110MM on any day during such period, (iii) any additional times during an EoD, and (iv) any additional times at the expense of Lenders (Section 7.3(d))
<i>Equipment and Real Property</i>	<p>In addition to certain ongoing maintenance requirements, Borrowers shall deliver to Agent:</p> <ul style="list-style-type: none"> • Written appraisals as to the Eligible Equipment and Eligible Real Property, in each case, (i) no more than 1 time in any consecutive 12 month period upon Agent’s request, (ii) 1 additional time in each consecutive 12 month period if Excess Availability is less than \$110MM on any day during such period, (iii) any additional times during an EoD, and (iv) any additional times at the expense of Lenders (Section 7.4(a))
<i>Prescription Files</i>	<p>With respect to the Prescription Files:</p>

	<ul style="list-style-type: none"> • Each Borrower and Guarantor shall maintain the Prescription Files in a manner consistent with the requirements of Federal, State and local laws and regulations in all material respects, including all Health Care Laws (Section 7.5(a)) • Borrowers and Guarantors shall not remove any Prescription Files from the locations set forth or permitted under the credit agreement, without the prior written consent of Agent, except for transfers of Prescription Files in the OCB and except to move Prescription Files directly from one location set forth or permitted under the credit agreement to another such location (Section 7.5(b)) • Borrowers and Guarantors shall use, store and maintain the Prescription Files with all reasonable care and caution and in conformity with applicable laws (including the requirements of the HIPAA, as amended and all rules, regulations and orders related thereto) in all material respects (Section 7.5(d)) • No limitations or restrictions on the rights of any Borrower or Guarantor to sell, transfer or otherwise assign the Prescription Files to any third party so long as such third party has the licenses required under applicable state law to operate a pharmacy and sell products subject to a prescription (Section 7.5(e)) • Borrowers and Guarantors shall keep the Prescription Files in good and marketable condition (Section 7.5(g)) <p>In addition to certain ongoing maintenance requirements, Borrowers shall deliver to Agent:</p> <ul style="list-style-type: none"> • Written appraisals as to the Prescription Files, (i) 2 times in any consecutive 12 month period at Borrowers' expense, (ii) 1 additional time in each consecutive 12 month period if (a) Excess Availability is less than \$110MM on any day during such period or (b) since the date of the credit agreement, Borrowers have closed 12 or more stores (excluding "hometown" and "express" stores) or 20 or more stores (including "hometown" and "express" stores), (iii) any additional times during an EoD, and (iv) any additional times at the expense of Lenders (Section 7.5(c))
Financial Statements	
<i>Monthly</i>	<p>Within 30 days after the end of each fiscal month:</p> <ul style="list-style-type: none"> • Unaudited consolidated financial statements and unaudited segment financial statements, along with a compliance certificate with calculations determining compliance with the Financial Covenant (as defined below); <i>provided that</i>, filing a form 10-Q in accordance w/ applicable laws will satisfy delivery of the financial statements for the last month of each fiscal quarter (Section 9.6(a)(i))
<i>Annually</i>	<p>Within 120 days after the end of each fiscal year:</p> <ul style="list-style-type: none"> • Audited consolidated financial statements and unaudited consolidating financial statements; <i>provided that</i>, filing a form 10-K in accordance w/ applicable laws will satisfy delivery of such financial statements (Section 9.6(a)(ii))
<i>Quarterly</i>	<p>Within 60 days after the end of each fiscal year:</p> <ul style="list-style-type: none"> • Projected consolidated financial statements for the next fiscal year (Section 9.6(a)(iii))
Certain Other Covenants	
<i>Permitted Asset Sales</i>	<ul style="list-style-type: none"> • In the case of sales or other dispositions by Borrowers of their right, title and interest in and to any fee or leasehold interest in real estate, subject to other terms and conditions, Borrowers and Guarantors shall promptly apply all Net Cash Proceeds payable or deliverable to any Borrower or Guarantor in respect of such sale or disposition to the Obligations (Section 9.7(b)(v)(B)) • In the case of any sale or other disposition of any Real Property included in the Borrowing Base, Borrowers and Guarantors shall promptly apply all Net Cash Proceeds payable or deliverable to any Borrower or Guarantor in respect of such sale or disposition to the Obligations (and, in any event, the Net Cash Proceeds

	<p>payable to Borrowers and Guarantors on the closing date of such sale or disposition shall not be less than 50% of the FMV of such Real Property) (Section 9.7(b)(v)(B))</p> <ul style="list-style-type: none"> • In the case of any sale or other disposition by a Borrower or Guarantor of Real Property which is not included in the Borrowing Base, subject to other terms and conditions, Borrowers and Guarantors shall promptly apply all Net Cash Proceeds payable or deliverable to any Borrower or Guarantor in respect of such sale or disposition to the Obligations (Section 9.7(b)(viii)) • In the case of any sale or disposition by any Borrower or Guarantor of Prescription Files, the aggregate appraised value of all Prescription Files sold or disposed of shall not exceed \$15MM during any fiscal year (Section 9.7(b)(x))
<i>Permitted Indebtedness</i>	<ul style="list-style-type: none"> • Unsecured Indebtedness of any Borrower or Guarantor subject to certain conditions (Section 9.9(e))
<i>Permitted Investments</i>	<ul style="list-style-type: none"> • The purchase by any Borrower or Guarantor of Prescription Files not to exceed \$25MM during any fiscal year, with the ability to carry over up to 50% (\$12.5MM) to the immediately succeeding fiscal year (Section 9.10(h)) • Permitted Acquisitions not to exceed \$10MM in any year (Section 9.10(j)) • Investments not otherwise permitted under the credit agreement not to exceed \$25MM in any consecutive 12 month period (Section 9.10(k))
<i>Permitted Dividends</i>	<ul style="list-style-type: none"> • Any Borrower or Guarantor may declare and pay such dividends or redeem, retire, defease, purchase or otherwise acquire any shares of any class of Capital Stock for consideration in the form of shares of common stock (so long as after giving effect thereto no Change of Control or other Default or EoD shall exist or occur) (Section 9.11(a)) • Borrowers and Guarantors may pay dividends to the extent permitted by covenants w/r/t Transactions with Affiliates (Section 9.11(b)) • Any Subsidiary of a Borrower or Guarantor may pay dividends to its immediate parent which is a Borrower or Guarantor (other than Parent) (Section 9.11(c)) • Borrowers and Guarantors may repurchase Capital Stock consisting of common stock held by employees subject to certain conditions and up to an aggregate amount of \$10K in any calendar year (Section 9.11(d)) • Borrowers and Guarantors may pay dividends in cash to Parent in an aggregate amount not to exceed \$10K during any consecutive 12 month period solely for the purpose of paying for out-of-pocket expenses actually incurred by Parent in connection with the ordinary corporate governance (Section 9.11(e))
<i>Permitted Transactions with Affiliates</i>	<ul style="list-style-type: none"> • Reimbursement of reasonable out-of-pocket costs and expenses incurred by Sun and its Affiliates for the direct benefit of Borrowers and Guarantors in the ordinary course and pursuant to the reasonable requirements of Borrowers' and Guarantors' business not to exceed \$100K in the aggregate for insurance premiums and \$50K for other reimbursements, in each case during any consecutive 12 month period (Section 9.12(b)(iv))
Financial Covenant	
<i>Financial Covenant</i>	Borrowers shall maintain Excess Availability at all times of not less than the greater of (a) \$50MM or (b) 10% of Borrowing Base A (the "Financial Covenant") (Section 9.18)