

When Recorded Return To:

Brian D. Cunningham, Esq.
SNELL & WILMER L.L.P.

Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

APN: 13-042-0074 and 13-042-0087

Space above this line for Recorder's Use

GROUND SUBLESSOR'S CONSENT, NONDISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT

This Ground Sublessor's Consent, Nondisturbance, Attornment and Estoppel Agreement ("Agreement") is entered into as of January 12, 2018, by and among DW ASSOCIATES, L.L.C., a Utah limited liability company ("DW Associates" and "Ground Sublessor"), WDG AMERICAN FORK, LLC, a Utah limited liability company ("Ground Sublessee"), and WASHINGTON FEDERAL, NATIONAL ASSOCIATION ("Lender").

Recitals

A. Pursuant to that certain Ground Lease, dated January 12, 2007 (as amended and assigned, the "Ground Lease"), by and between NIMBUS PROPERTIES, L.C., a Utah limited liability company ("Ground Lessor"), as landlord, and DW Associates, as tenant (as successor-in-interest to DJ Smith Investments, L.C., a Utah limited liability company, and WGT American Fork, LLC, a Utah limited liability company), DW Associates possesses a leasehold interest to certain real property more particularly described in Exhibit A to the Ground Lease ("Parcel 1"). INNES FAMILY, LLC, a Utah limited liability company ("Innes") owns fee simple title to certain real property identified as Lease Parcel 2 ("Parcel 2") set forth on Exhibit B to that certain Ground Sublease, dated June 17, 2014, as amended by that certain First Amendment to the Ground Sublease (as further amended and assigned, the "Ground Sublease"), between DW Associates and Innes, together as landlord, and Ground Sublessee. Pursuant to the terms of the Ground Sublease, Ground Sublessor have granted a leasehold interest in Parcel 1 and Parcel 2 (collectively, the "Property") to Ground Sublessee. The Property is more particularly described in Exhibit A hereto. Pursuant to that certain Zaxby's American Fork Lease, dated December 9, 2014 (the "Sublease"), between Ground Sublessee and MJM 5G, LLC, a Utah limited liability company ("Subtenant"), Ground Sublessee leased the Property to Subtenant.

B. MILLCREEK PARTNERS LLC, a Utah limited liability company ("Borrower") has applied to Lender for credit in the maximum principal amount of up to SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$780,000.00) (the "Loan"), evidenced by that certain Secured Promissory Note of approximately even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Note"), executed by Borrower, pursuant to that certain Term Loan Agreement between Borrower and Lender of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Loan Agreement").

C. In addition, Ground Sublessor entered into (i) that certain Non-disturbance and Attornment Agreement, dated August 13, 2015 (the "Ground Lease NDA"), between Ground Lessor, DW Associates, Ground Sublessee, ZAXBY'S FRANCHISING, INC., a Georgia corporation ("Zaxby's"), and Subtenant (collectively, the "Ground Lease NDA Parties"), recorded August 28, 2015 in the official records of Utah County, Utah, as Entry Number 79257:2015, and (ii) that certain Non-disturbance and Attornment Agreement, dated August 13, 2015 (the "Ground Sublease NDA" and, together with the Ground Lease NDA, collectively the "Non-disturbance Agreement"), between Ground Sublessor, Ground Sublessee, Zaxby's and Subtenant (collectively, the "Ground Sublease NDA Parties").

D. As security for repayment of the Loan and performance of Borrower's obligations to Lender, Lender has required that Ground Sublessee execute and deliver to Lender a Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, of approximately even date herewith, and recorded in the official records of Utah County, Utah on January 12, 2018 as Entry No. 4311:2018 (the "Deed of Trust"), wherein Lender is beneficiary, granting to Lender a lien on Ground Sublessee's leasehold interest in the Property.

E. Lender is willing to extend the Loan to Borrower, on the condition that Ground Sublessor executes this Agreement.

Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Ground Sublessee and Ground Sublessor agree as follows:

1. Consent of Ground Sublessor; Estoppel Regarding Contingencies; Notice to Ground Sublessor. Ground Sublessor hereby consents to the Sublease and the lien of the Deed of Trust upon Ground Sublessee's interest under the Ground Sublease and the Non-disturbance Agreement, and agrees that the execution, delivery, performance and recordation of the Deed of Trust and any related documents (including UCC financing statements) will not constitute a breach of or default under the Ground Sublease. Ground Sublessor hereby consents to the assignment of Ground Sublessee's leasehold interest under the Ground Sublease pursuant to the terms of the Deed of Trust. Ground Sublessor also hereby consents to the assignment of all rights, title and interest of Ground Sublessee under the Non-disturbance Agreement pursuant to the terms of the Deed of Trust and any other assignment of the Non-disturbance Agreement that may be executed by Ground Sublessee for the benefit of Lender in connection with the Loan. In addition, Ground Sublessor acknowledges and agrees that any limitations set forth in the Ground Sublease or the Non-disturbance Agreement regarding the Transfer (as defined below) of the Property shall be inapplicable to any Transfer of the Property which may be affected in connection with any judicial or non-judicial foreclosure of the Deed of Trust. The Ground Sublease and/or the Non-disturbance Agreement may be assigned without Ground Sublessor's further consent (but with prompt written notice to Ground Sublessor) to Lender, or to any other person or entity, pursuant to a foreclosure of or trustee's sale under the Deed of Trust, or pursuant to an assignment of Ground Sublessee's interest in the Ground Sublease in lieu of foreclosure.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Ground Sublessee's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed or assignment in lieu thereof. Lender agrees to give prompt written notice to Ground Sublessor of any such Transfer. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Ground Sublessee as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Nondisturbance. Ground Sublessor agrees that the enforcement of the Deed of Trust shall not terminate the Ground Sublease or the Non-disturbance Agreement or prevent any Purchaser, including Lender if it should be the Purchaser, from obtaining the right of, and continuing as, the lessee (as successor-in-interest to Ground Sublessee) in the possession and use of the Property, unless, after such foreclosure, such Purchaser fails to promptly cure any default under the Ground Sublease (in accordance with the applicable notice and cure period provided for therein) or the Non-disturbance Agreement, in accordance with the terms of this Agreement. This nondisturbance applies to any option to extend or renew the Ground Sublease and/or the Non-disturbance Agreement term that is set forth in the Ground Sublease or the Non-disturbance Agreement as of the date of this Agreement, or that is later entered into between Ground Sublessor, Ground Sublessee, the Ground Lease NDA Parties, or the Ground Sublease NDA Parties, as applicable, with the consent of Lender. This nondisturbance shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the lessee under the Ground Sublease, but upon prompt written notice to Ground Sublessor from Lender notifying Ground Sublessor of such Transfer and/or succession. Upon completion of any foreclosure or trustee's sale proceedings by Lender under the Deed of Trust (or completion of an assignment of the Ground Sublease and/or the Non-disturbance Agreement in lieu of foreclosure), Ground Sublessor will recognize Lender, or any other successor thereby to the lessee's interest in the Ground Sublease and/or the Non-disturbance Agreement, and as the lessee under the terms of the Ground Sublease for all purposes thereunder and for the remaining term thereof.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, any Purchaser, including Lender if it should be the Purchaser, shall, and hereby does, attorn to Ground Sublessor, as the landlord under the Ground Sublease, and the Purchaser shall be bound to Ground Sublessor under all of the terms, covenants and conditions of the Ground Sublease for the balance of the Ground Sublease term and any extensions or renewals thereof which may then or later be in effect under any validly exercised extension or renewal option contained in the Ground Sublease, all with the same force and effect as if the Purchaser had been the original lessee under the Ground Sublease, subject to any waiver of the terms and provisions of the Ground Sublease as provided for herein.

5. Notices of Default; Material Notices; Lender's Rights to Cure Default. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Lender to cure any default of Ground Sublessee. If Lender is prohibited by any process or injunction issued by any court or by any bankruptcy or insolvency proceeding involving Ground Sublessee from obtaining possession of the Property in order to cure a non-monetary default by Ground Sublessee under the Ground Sublease or the Non-disturbance Agreement which requires possession to cure, Ground Sublessor agrees that Ground Sublessor will not terminate the Ground Sublease and/or the Non-disturbance Agreement, as applicable, during such prohibition so long as Lender timely cures any monetary defaults of Ground Sublessee under the Ground Sublease and/or the Non-disturbance Agreement, as applicable, and diligently and continuously pursues all steps necessary to secure the removal or lifting of such prohibition at the earliest feasible date, and actually removes or lifts such prohibition at least within one-hundred and twenty (120) days after the imposition of such prohibition. The cure rights and other protections granted to Lender in this Section 5 and in any other Sections hereof are in addition to, and not in limitation of, any such rights and protections granted to Lender in the Ground Sublease and the Non-disturbance Agreement.

6. Limitation on Lender's Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Lender to perform any covenant of Ground Sublessee under the Ground Sublease or Ground Sublessee under the Non-disturbance Agreement, unless and until Lender (i) agrees in writing to perform any such covenant prior to becoming a Purchaser, or (ii) becomes a Purchaser and succeeds to the rights and obligations of the sublessee under the Ground Sublease and the Non-disturbance Agreement. Ground Sublessor agrees that, if Lender becomes a Purchaser, then, upon subsequent Transfer of the Property by such parties to a new Purchaser, Lender shall have no further

liability under the Ground Sublease and the Non-disturbance Agreement after said Transfer, except for defaults occasioned by Lender prior to such Transfer. For the avoidance of doubt, nothing in this Agreement relieves: (a) Ground Sublessee from any liability under the Ground Sublease or the Non-disturbance Agreement, irrespective of when that liability accrues; or (b) any Purchaser for liability accruing under the Ground Sublease or the Non-Disturbance Agreement during the time period beginning when such person or entity became a Purchaser and ending on the date of Transfer of the Property to the new owner. Prior to becoming a Purchaser, Lender may, but shall not be required to, pay any of the rent due under the Ground Sublease, procure and maintain any insurance, pay any taxes or other impositions, make any repairs or improvements, make any election (such as an election to extend the term or coverage of the Ground Sublease, if that were provided in the Ground Sublease), and do any other act required of Ground Sublessee by the terms of the Ground Sublease or the Non-disturbance Agreement in order to cure a default of Ground Sublessee, prevent a forfeiture of the Ground Sublease or the Non-disturbance Agreement, or otherwise protect its interest in Ground Sublessee's leasehold estate in the Property, and may be done by Lender without assuming the obligations of Ground Sublessee under the Ground Sublease or the Non-disturbance Agreement and without causing a default under the Ground Sublease or the Non-disturbance Agreement, and Ground Sublessor shall accept such payment or act by or at the instance of Lender as if the same had been made by Ground Sublessee. In this regard, Lender, pursuant to the terms of the Deed of Trust and for purposes of protecting its interest in Ground Sublessee's leasehold estate in the Property, may seek a court-appointed receiver to enter into possession and control of the Property. Ground Sublessee expressly authorizes Ground Sublessor to accept and apply payments from Lender as described in this paragraph.

7. Limitation on Liability. Upon any sale or transfer of its interest, Purchaser shall have no further obligation under this Agreement or the Ground Sublease and the Non-disturbance Agreement with respect to matters occurring after such sale or Transfer, notwithstanding anything to the contrary in the Ground Sublease or the Non-disturbance Agreement. No Purchaser (including Lender, if Lender becomes the Purchaser) shall (a) be liable for any damages or other relief attributable to any act or omission of any prior lessees under the Ground Sublease, including Ground Sublessee (excepting the cure of existing defaults under the Ground Sublease to the extent that such Purchaser received written notice of such defaults from Ground Sublessor); or (b) be bound by any modification or amendment of or to the Ground Sublease unless the amendment or modification shall have been approved in writing by Lender.

8. Intentionally Omitted.

9. Right to New Lease. In the event that the Ground Sublease or any New Lease (as defined below) is terminated by reason of a rejection of the Ground Sublease in a bankruptcy proceeding of Ground Sublessee, Ground Sublessor shall, upon written request of Ground Sublessee or Purchaser (or its nominee) enter into a new ground sublease ("New Lease") of the Property with Ground Sublessee or Purchaser (as applicable) for the remainder of the term of the of the Ground Sublease, effective as of the date of such termination, at the rent and upon the same terms, provisions, covenants and agreements as contained in the Ground Sublease (including, without limitation, all renewal options, and rights of first refusal), provided:

(a) Ground Sublessee or Purchaser (or its nominee) shall pay to Ground Sublessor at the time of the request for the New Lease all fees and expenses of Ground Sublessor related to such termination, and all sums which would at that time be due pursuant to the Ground Sublease but for such termination, less the net income actually collected by Ground Sublessor subsequent to the date of termination of the Ground Sublease and prior to the execution and delivery of the New Lease. The New Lease shall be delivered by Ground Sublessee or Purchaser (or its nominee) to Ground Sublessor for approval within fifteen (15) days after such termination, and shall be executed by all parties within thirty (30) days of presentment.

(b) Upon the execution and delivery of the New Lease, all subleases which theretofore may have been assigned and transferred to Ground Sublessor shall thereupon be assigned and transferred (without recourse) by Ground Sublessor to the lessee under the New Lease; and the lessee under the New Lease shall have the benefit of all of the right, title, interest, powers and privileges of Ground Sublessee under the Ground Sublease in and to the Property, including specifically assignment of Ground Sublessor's interest in and to any then existing sublease where the sublessee may have attorned to Ground Sublessor, and Ground Sublessor shall have no further liability under such subleases. The lessee under the New Lease will present to Sublessor for Sublessor's approval the form of such assignment and transfer document, which instrument will be without representation or warranty.

In the event that such New Lease is entered into between Ground Sublessor and Ground Sublessee (or in the event that a New Lease is similarly entered into between Ground Sublessee and any mortgagee of DW Associates' leasehold interest in Parcel 1), Ground Sublessor and Ground Sublessee shall take such acts and shall deliver such agreements as may be reasonably necessary to recognize/grant to Lender a deed of trust lien in the same priority as existed at the time the Ground Sublease is terminated (upon the same terms and conditions as the Deed of Trust and other Loan Documents) and assignment of leases and rent on Ground Sublessee's interest in the Ground Sublease and all subleases thereunder. Lender at Lender's cost may also obtain a mortgagee's title insurance policy, in form and content acceptable to Lender and subject to such exceptions and with such endorsements as appear or are issued on Lender's title insurance policy insuring the lien of the Deed of Trust. Ground Sublessee shall reimburse Lender for all legal expenses, title insurance premiums and other costs and expenses of Lender reasonably incurred in connection with the New Lease, any new security documents and Lender's new title insurance policy.

10. Mortgagee Protection Provisions. Lender shall be deemed to be a third party beneficiary of the Ground Sublease and/or the Non-disturbance Agreement with respect to any and all provisions of such documents that are intended to benefit a lender or mortgagee (the "Mortgagee Protection Provisions"). Upon Lender's succession to the interest of the lessee under the Ground Sublease, all of Ground Sublessor's representations and warranties under the Ground Sublease shall be deemed remade by Ground Sublessor to Lender as of the applicable date, except as they may be modified at that time to reflect any change in factual circumstances. This Section 10 is intended to supplement and not to limit any Mortgagee Protection Provisions in the Ground Sublease.

11. Insurance and Condemnation Provisions. Notwithstanding anything to the contrary in the Ground Sublease or the Sublease, in the event of any damage to or destruction of the Property or any portion thereof or interest therein, upon the request of Lender, the proceeds of Ground Sublessee's insurance shall be deposited with Lender and shall be applied in accordance with the applicable provisions of the Deed of Trust. It is understood and acknowledged that the failure to apply the insurance proceeds to the repair and reconstruction of the Property shall not limit, restrict or in any way waive Ground Sublessee's obligation to repair and reconstruct the Property following an event of damage and destruction as more specifically provided in the Ground Sublease. Notwithstanding anything to the contrary in the Ground Sublease of the Sublease, in the event of any condemnation of the Property, or any portion thereof or any interest therein, upon the request of Lender, the proceeds of the condemnation award attributable to the Improvements shall be deposited with Lender, who shall act as the disbursing agent and apply the condemnation proceeds in accordance with the terms of the Ground Sublease, and the proceeds of the condemnation award attributable to the Property will be deposited in accordance with the terms of the Ground Lease and the Ground Sublease, as applicable.

12. Recourse Against Lender. Ground Sublessor's recourse against Lender shall be expressly limited to Lender's interest in the Ground Sublease.

13. Ground Sublessor's Estoppel Certificate.

(a) True and Complete Ground Sublease. Ground Sublessor represents and warrants to Lender that attached to this Agreement is a true and correct copy of the Ground Sublease and all amendments, supplements, side letters and other written agreements pertaining to the Ground Sublease and the leasehold estate.

(b) Contingencies. All contingencies to the effectiveness of the Ground Sublease or the commencement of rent under the Ground Sublease have been satisfied or waived and the Ground Sublease is in full force and effect in accordance with its terms.

(c) No Default. As of the date of this Agreement, Ground Sublessor represents and warrants that, to Ground Sublessor's knowledge, without investigation, there exist no events of default or events that, with notice or the passage of time or both, would be events of default under the Ground Sublease and/or the Non-disturbance Agreement on the part of Ground Sublessor, part or Ground Sublessee, the Ground Lease NDA Parties and/or the Ground Sublease NDA Parties. Ground Sublessor represents and warrants that each of the Ground Sublease and the Non-disturbance Agreement is in full force and effect as of the date of this Agreement.

(d) No Advance Payments. Other than Ground Sublessee's security deposits, no rent or other sums payable under the Ground Sublease have been paid in advance.

(e) No Prior Assignments. Ground Sublessor has not received written notice of any prior assignment, hypothecation or pledge of Ground Sublessee's interest in the Ground Sublease.

(f) No Pending Litigation/Violations. Ground Sublessor has not to its knowledge received notice of any litigation pending, proposed or threatened against or in connection with the Property or the Ground Sublease. Ground Sublessor has not sent or, to Ground Sublessor's knowledge and belief, received any written notice that the Property, or any part thereof, is in violation of any laws, ordinances or regulations which could materially affect any of Ground Sublessee's rights or materially increase any of Ground Sublessee's obligations under the Ground Sublease.

(g) Hazardous Substances. Ground Sublessor represents and warrants that, based upon its knowledge and belief, it has not used, generated, released, discharged, stored or disposed of any Hazardous Substances on, under, in or about the Property other than Hazardous Substances used in the ordinary and commercially reasonable course of Ground Sublessor's business and in compliance with all applicable laws. As used herein, "Hazardous Substance" means any substance, material or waste (including petroleum and petroleum products), which is designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is similarly designated, classified or regulated under any federal, state or local law, regulation or ordinance.

14. Amendments. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors-in-interest.

15. Integration; Etc. This Agreement integrates all of the terms and conditions of the parties' agreement regarding Ground Sublessor's consent to the Sublease, and the attornment, nondisturbance, and the other matters contained herein. This Agreement supersedes and cancels all oral negotiations and prior and other writings with respect to such attornment, non-disturbance and other matters contained herein. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including the Ground Sublease, the terms, conditions and

provisions of this Agreement shall prevail. This Agreement may not be modified or amended except by a written agreement signed by the parties or their respective successors-in-interest

16. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by certified United States mail, postage prepaid, sent to the party at its address appearing below or by facsimile. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

If to DW Associates: DW Associates, L.L.C.
P.O. Box 1153
Centerville, Utah 84014
Attention: Steve Tate (Co-Manager)

If to Lender: Washington Federal, National Association
1207 East Draper Parkway
Draper, UT 84020
Attention: James Endrizzi

with a copy to: Snell & Wilmer L.L.P.
Gateway West Tower
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Brian D. Cunningham, Esq.

To Ground Sublessee WDG American Fork, LLC
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014
Attention: Gary M. Wright

Any notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt.

17. Attorneys' Fees. If any lawsuit or arbitration is commenced that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover from each other non-prevailing party such sums as the court or arbitrator may adjudge to be reasonable attorneys' fees, including the costs for any legal services by in-house counsel, in addition to costs and expenses otherwise allowed by law.

18. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement satisfies any condition or requirement in the Ground Sublease or the Non-disturbance Agreement relating to the consent required from Ground Sublessor to the Loan or Deed of Trust. As used herein, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." Lender, at its sole discretion, may, but shall not be obligated to, record this Agreement.

19. Jury Waiver. GROUND SUBLESSEE, LENDER AND GROUND SUBLESSOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE

ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN GROUND SUBLESSEE, LENDER AND GROUND SUBLESSOR ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DEED OF TRUST OR ANY OTHER LOAN DOCUMENT (AS DEFINED IN THE DEED OF TRUST), OR ANY RELATIONSHIP BETWEEN GROUND SUBLESSEE, LENDER AND GROUND SUBLESSOR. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE LOAN AGREEMENT.

20. No Merger. The undersigned agree that unless Lender shall otherwise consent in writing, Ground Sublessor's estate in and to the Property and the leasehold estate created by the Ground Sublease shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Ground Sublessor or Ground Sublessee or any third party by purchase, assignment or otherwise.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES (REGARDLESS OF THE PLACE OF BUSINESS, RESIDENCE, LOCATION OR DOMICILE OF GROUND SUBLESSEE, LENDER OR GROUND SUBLESSOR OR ANY PRINCIPAL THEREOF).

22. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

23. Reliance. Ground Sublessor acknowledges that the representations and agreements made by Ground Sublessor to and with Lender herein constitute a material inducement to Lender to provide the financing described herein or in the Loan Agreement, and Lender would not provide the financing in the absence of this Agreement.

[Remainder of Page Intentionally Left Blank]

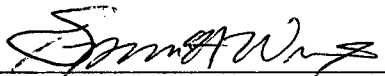
Dated the date first written above.


Ground Sublessee:

WDG AMERICAN FORK, LLC
a Utah limited liability company

By: Millcreek Partners LLC
a Utah limited liability company
its Manager

By: Teton Land Company, L.L.C.
a Utah limited liability company
its Manager

By: 
Name: Spencer H. Wright
Title: Manager

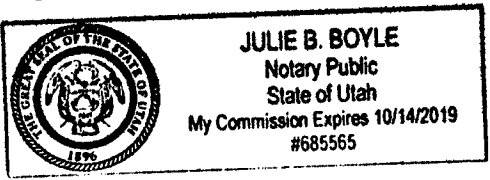
By: 
Name: Gary M. Wright
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 13 day of ^{April} ~~March~~, in the year 2018, before me Julie B. Boyle, a notary public, personally appeared Spencer H. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager of MILLCREEK PARTNERS LLC, the Manager of **WDG AMERICAN FORK, LLC**, a Utah limited liability company, on behalf of said company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Julie B. Boyle
NOTARY PUBLIC

[Notary Seal]



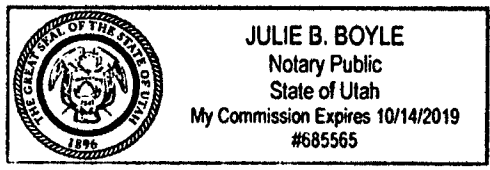
STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 13 day of ^{April} ~~March~~, in the year 2018, before me Julie B. Boyle, a notary public, personally appeared Gary M. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager of MILLCREEK PARTNERS LLC, the Manager of **WDG AMERICAN FORK, LLC**, a Utah limited liability company, on behalf of said company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Julie B. Boyle
NOTARY PUBLIC

[Notary Seal]

[Signatures Continue on Following Page]



Ground Sublessor:

DW ASSOCIATES, L.L.C.
a Utah limited liability company

By: [Signature]
Name: Stephen W. Tate
Title: Co-manager

STATE OF UTAH)
)
) :ss
COUNTY OF Salt Lake)

On this 10th day of ~~February~~ April, in the year 2018, before me Summer Campbell a notary public, personally appeared Steve Tate, a co-manager of DW ASSOCIATES, L.L.C., on behalf of said company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

[Signature]
NOTARY PUBLIC

[Notary Seal]



Dated the date first written above.

Ground Sublessee:

WDG AMERICAN FORK, LLC
a Utah limited liability company.

By: Millcreek Partners LLC
a Utah limited liability company
its Manager

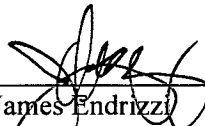
By: Teton Land Company, L.L.C.
a Utah limited liability company
its Manager

By: _____
Name: Spencer H. Wright
Title: Manager

By: _____
Name: Gary M. Wright
Title: Manager

Lender:

**WASHINGTON FEDERAL, NATIONAL
ASSOCIATION**

By:  _____
Name: James Endrizzi
Title: Division Manager – Sr. Vice President

[Signatures Continue on Following Page]

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Spencer H. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager of MILLCREEK PARTNERS LLC, the Manager of **WDG AMERICAN FORK, LLC**, a Utah limited liability company, for and on behalf of said 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

[Seal]

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Gary M. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager MILLCREEK PARTNERS LLC, the Manager of **WDG AMERICAN FORK, LLC**, a Utah limited liability company, for and on behalf of said 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

[Seal]

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 11th day of January, 2018, by JAMES ENDRIZZI, a Division Manager – Sr. Vice President of **WASHINGTON FEDERAL, NATIONAL ASSOCIATION**, on behalf of such.

Lori Newey

NOTARY PUBLIC
Residing at Salt Lake City, UT

[Seal]

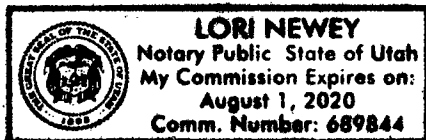


EXHIBIT ADescription of Property

That certain real property located in the County of Utah, State of Utah and described as follows:

All of the Premises as defined in that certain unrecorded Ground SubLease dated June 17, 2014, between WDG American Fork, LLC as Tenant, and DW Associates, LLC, as Landlord, and First Amendment to the Ground Sublease dated April 30, 2015, by and between WDG American Fork, LLC, Tenant, DW Associates, LLC, Landlord, and Innes Family, LLC, Additional Landlord, and as such Premises are more particularly described as follows:

Lease Parcel 1:

A Parcel of land situate in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in American Fork City, Utah County, State of Utah and being more particularly described as follows:

Beginning at a point North 89°53'25" West, along the Section line, a distance of 874.62 feet and South 00°56'47" East, a distance of 402.33 feet, from the Northeast corner of said Section 22; and running thence South 62°42'42" East 114.56 feet, to use the East line of Parcel 2, as shown on the Hubble Engineering record of survey, on file with the Utah County Surveyors Office; thence South 0°56'47" East, along said East line, a distance of 236.42 feet, to the I-15 controlled access line [UDOT Project Number S-I15-6(175)245] Also Described in Warranty Deed recorded as Entry No. 112834:2010 of Official Records; thence Northwesterly along said controlled access line the following two (2) courses: (1) Northwesterly along the arc a 2469.08 foot non-tangent curve to the right, through a central angle of 3°53'05", a distance of 167.41 feet, the long cord of which bears North 61°34'23" West, a distance of 167.38, to a point of curvature; (2) Northwesterly along the arc of a 2005.86 foot non-tangent curve to the right, through a central angle of 0°50'01", a distance of 36.39 feet, the long chord of which bears North 55°21'53" West, a distance of 36.39 feet, to the East line of the In-N-Out Burger Lease Parcel; thence along the said Lease Parcel the following three (3) courses: (1) North 36°09'04" East, a distance of 71.05 feet, (2) North 62°58'03" West, a distance of 53.12 feet; (3) North 35°39'51" East, a distance of 131.76 feet, to the point of beginning.

Lease Parcel 2:

A Parcel of land situate in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in American Fork City, County of Utah, State of Utah and being more particularly described as follows:

Beginning at point North 89°53'25" West, along the Section line a distance of 773.67 feet and South 0°56'47" East, along East line of Parcel 2 shown on the Hubble Engineering Survey, on file with the County Surveyors Office, a distance of 454.67 feet, from the Northeast Corner of said Section 22; and running thence South 62°42'42" East, a distance of 17.03 feet, to a point 15.00 feet East of the said East line of Parcel 2 shown on the Hubble Engineering Record of Survey; thence South 0°56'47" East, parallel with and 15.00 feet Easterly of said Easterly line, a distance of 236.09 feet, to the I-15 controlled access line [UDOT Project Number S-I15-6(175)245] Also described in Warranty Deed recorded as Entry No. 44124:2012 of Official Records; thence Northwesterly along the arc of a 2469.08 foot radius non-tangent curve to the right, through a central angel of 0°23'29", a distance of 16.87 feet, the long cord bears North 63°42'41" West, a distance of 16.87 feet, to the aforesaid East line of Parcel 2 shown on the Hubble Engineering record of Survey; thence North 0°56'47" West, along said East line, a distance of 236.42 feet to the point of beginning.

Parcel 3:

Benefits, if any, accruing to Lease Parcel 1 and Lease Parcel 2, pursuant to Restrictions and Easements Agreement for ingress, egress and access of vehicular traffic and parking of motor vehicles, recorded September 3, 2009, as Entry No. 96546:2009, of Official Records.

Tax ID: 13-042-0074 and 13-042-0087