

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

Space above this line for Recorder's Use

NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Nondisturbance and Attornment Agreement ("Agreement") is entered into as of January 12, 2018, by and among by and among NIMBUS PROPERTIES, L.C., a Utah limited liability company ("Master Landlord"), MILLCREEK PARTNERS LLC, a Utah limited liability company ("Borrower"), WDG AMERICAN FORK, LLC, a Utah limited liability company, as tenant ("Ground Sublessee"), and WASHINGTON FEDERAL, NATIONAL ASSOCIATION ("Lender").

Recitals

A. Master Landlord owns fee simple title to a majority of the real property described in Exhibit A hereto (the "Property"). Master Landlord has ground leased the Property to DW ASSOCIATES, L.L.C., a Utah limited liability company ("Master Tenant"), pursuant to that certain Ground Lease, dated January 12, 2007 (as amended and assigned, the "Master Lease"), by and between Master Landlord and Master 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.

B. Pursuant 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 "Sublease"), between Master Tenant and INNES FAMILY, LLC, a Utah limited liability company ("Innes" and together with Master Tenant, "Ground Sublessor"), together as landlord, and Ground Sublessee, as tenant, Ground Sublessor ground leased the Property and certain additional property owned in fee by Innes (which property is referred to in the Sublease as Lease Parcel 2) to Ground Sublessee. Pursuant to that certain Zaxby's American Fork Lease, dated December 9, 2014 (the "Sub-Sublease"), between Ground Sublessee and MJM 5G, LLC, a Utah limited liability company ("Subtenant"), Ground Sublessee leased the Property and Parcel 2 to Subtenant.

C. In addition, Master Landlord entered into that certain Non-disturbance and Attornment Agreement, dated August 13, 2015 (the "Non-disturbance Agreement"), between Master Landlord, Master Tenant, Ground Sublessee, Subtenant, and ZAXBY'S FRANCHISING,

ACCOMMODATION RECORDING ONLY
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT

INC., a Georgia corporation, recorded August 28, 2015 in the official records of Utah County, Utah, as Entry Number 79257:2015.

D. 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").

E. 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.

F. Lender is willing to extend the Loan to Borrower, on the condition that Master Landlord executes this Agreement.

Agreement

NOW THEREFORE, for the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. Lender acknowledges that the Master Lease is prior to and paramount to the Sublease, Sub-Sublease, and Deed of Trust.
2. In accordance with Section 25.8 of the Master Lease, Master Landlord represents and warrants to Lender as follows:
 - a. That Master Landlord is the owner of fee simple title in and to the real property described in Exhibit A to the Master Lease;
 - b. That the Master Lease is properly executed, not in default, unmodified and in full force and effect.
3. Master Landlord agrees that the Loan is not a violation of the Master Lease.
4. So long as there is no default in the Master Lease, or any sublease beyond any applicable cure period under their agreements, Master Landlord shall not, in the exercise in any of the rights arising or which may arise out of the Master Lease or any instruments modifying or amending the same entered into in substitution or replacement thereof, disturb or deprive Ground Sublessee in or of its possession or its rights to possession of the Property or of any right or privilege granted to or inuring to the benefit of the Master Tenant or its subtenants until

their options referenced in this Agreement have expired.

5. So long as the Master Tenant or any of its subtenants are not in default beyond any applicable cure period under the Master Lease or any sublease, Master Landlord shall not, in the exercise of any of the rights arising or which may arise out of the Master Lease or any instruments modifying or amending the same entered into in substitution or replacement thereof, disturb or deprive Ground Sublessee in or of its possession or their right to possession of the Property or of any right or privilege granted to or inuring to the benefit of Ground Sublessee under its sublease or assignment until its options referenced in this Agreement have expired.

6. In the event of the surrender or termination of the Master Lease for any reason, before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Ground Sublessee's sublease rights, and if immediately prior to such surrender or termination, the Ground Sublessee's sublease rights shall be in full force and effect, and Ground Sublessee is not in default of the Sublease beyond any applicable cure period, then Ground Sublessee, as a subtenant, may elect at its option, which option shall be exercised by Ground Sublessee within thirty (30) days of such surrender or termination, for the Sublease to continue in full force and effect as a direct lease from Master Landlord to Ground Sublessee for the remainder of the sublease, and Ground Sublessee hereby agrees to attorn to Master Landlord for the balance of the term of the Sublease with the same force and effect as though the Sublease was originally made directly from Master Landlord to Ground Sublessee. Master Landlord shall provide written notice as soon as commercially reasonable to Ground Sublessee, Borrower, and Lender in the event of the surrender or termination of the Master Lease for any reason.

7. During the term of the Loan, in the event: (a) Ground Sublessee does not elect its option; (b) if immediately prior to such surrender or termination of the Master Lease, the Sublease shall be in full force and effect; and (c) Ground Sublessee and its assignors, affiliates, successors or assignees, as applicable, are not in default of the Sublease beyond any applicable cure period: then Lender may elect at its option, which option shall be exercised by Lender within sixty (60) days of such surrender or termination of the Ground Sublessee's lease rights, to continue in full force and effect as a direct lease from Master Landlord to Lender for the remainder of Ground Sublessee's lease rights, provided Lender hereby agrees to attorn to Master Landlord for the balance of the term of the Borrower's sublease with the same force and effect as though the Sublease was originally made directly from Master Landlord to the Lender.

8. Nothing in this Agreement shall limit any remedies available to the Master Landlord under the Master Lease.

9. Notwithstanding anything in any sublease or sub-sublease to the contrary, in no event shall the term of any sublease or sub-sublease extend past July 14, 2077. Notwithstanding anything in any sublease or sub-sublease to the contrary, in no event shall Master Landlord have any obligation pursuant to their terms that did not exist in the Master Lease.

10. Borrower and Lender acknowledge that Master Landlord only owns the Property and does not own any interest in Parcel 2. Ground Sublessee, Borrower, and Lender

agree to execute the above rights in conjunction with similar rights in a Non-Disturbance and Attornment Agreement with Innes as to Parcel 2. Notwithstanding anything in any sublease or sub-sublease to the contrary, Ground Sublessee, Borrower and Lender agree and acknowledge that Master Landlord's obligations in any sublease and sub-sublease shall only apply to the Property.

11. Additionally, upon termination of the Master Lease for any reason, Ground Sublessee, Borrower and Lender shall have the right to remove trade name indicia (including internal and external signage), trade fixtures as well as furniture, fixtures, equipment and other personal property of Ground Sublessee, Borrower or Lender within sixty (60) days of such termination.

12. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages (such as Federal Express or Airborne), or sent by Registered or Certified Mail to the other party at address set forth hereinabove, or at such other address as may be supplied in writing from time to time by any party to the other. The date of personal delivery or, if sent by mail or overnight courier, then the date of delivery or refusal thereof as evidenced by the carriers or couriers receipt, shall be the effective date of such notice, election or demand. Master Landlord agrees to contemporaneously deliver to Borrower and Lender any notice required to be given under the Master Lease. Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

If to Ground Lessor:	Nimbus Properties, L.C. 932 North 520 West Orem, Utah 84057 Attention: Bryce Taylor
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.
If to Borrower:	Millcreek Partners LLC 1178 Legacy Crossing Blvd., Suite 100 Centerville, Utah 84014 Attention: Gary M. Wright
If to Ground Sublessee:	WDG American Fork, LLC 1178 Legacy Crossing Blvd., Suite 100

Centerville, UT 84014
Attention: Gary M. Wright

13. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever, unless in writing and duly executed by the party against whom the same is sought to be asserted.

14. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sublessees.

15. The agreement is to be recorded in the real property records of the Recorder of Utah County, Utah.

[Remainder of Page Intentionally Left Blank; Signatures to Immediately Follow]

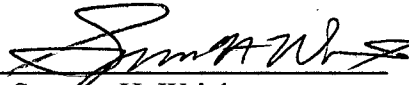
Dated the date first written above.

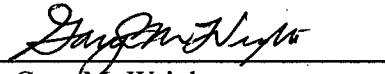
GROUND SUBLESSEE:

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

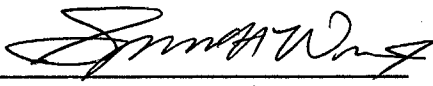
By: 
Name: Spencer H. Wright
Title: Manager


By: 
Name: Gary M. Wright
Title: Manager

BORROWER:

MILLCREEK PARTNERS LLC
a Utah limited liability company

By: Teton Land Company, L.L.C.
a Delaware 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

GROUND LESSOR:

NIMBUS PROPERTIES, L.C.
a Utah limited liability company

By: _____
Name: _____
Title: _____

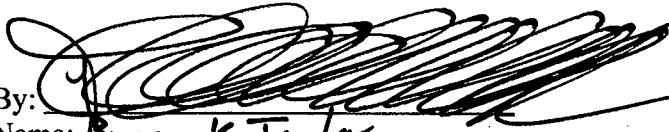
LENDER:

**WASHINGTON FEDERAL, NATIONAL
ASSOCIATION**

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

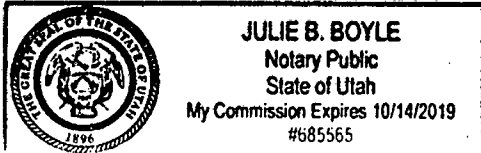
GROUND LESSOR:

NIMBUS PROPERTIES, L.C.
a Utah limited liability company

By: 
Name: Bryce K. Taylor
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 8 day of ^{may}~~February~~, 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.

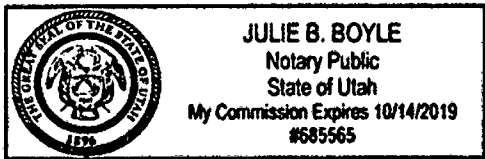


Julie B. Boyle
NOTARY PUBLIC

[Notary Seal]

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 8 day of ^{may}~~February~~, 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.

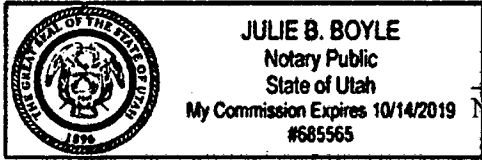


Julie B. Boyle
NOTARY PUBLIC

[Notary Seal]

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 8 day of ^{May}February, 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**, 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.

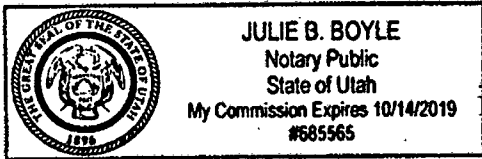


Julie B. Boyle
NOTARY PUBLIC

[Notary Seal]

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 8 day of ^{May}February, 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**, 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 Salt Lake)

On this 14th day of ~~February~~ May, in the year 2018, before me LORI NEWEY, a notary public, personally appeared James Endrizzi, a Division Manager, Sr. Vice President of **WASHINGTON FEDERAL, NATIONAL ASSOCIATION**, a national banking association, on behalf of said association, 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.

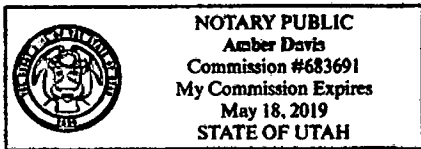
Lori Newey
NOTARY PUBLIC

[Notary Seal]



STATE OF UTAH)
)
) :SS
COUNTY OF UT)

On this 3rd day of ~~February~~ may, in the year 2018, before me amber davis, a notary public, personally appeared bruce Kofford taylor, a manager of **NIMBUS PROPERTIES, 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.



Amber Davis
NOTARY PUBLIC

[Notary Seal]

EXHIBIT ADescription of Property

That certain real property located in the County of Utah, State of Utah and 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-115-6(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.