

Record and Return To:
Fidelity National Title Insurance Company
National Commercial Services
1900 West Loop South, Suite 200
Houston, Texas 77027
Attn: Marni Zarin

13332336
7/17/2020 2:47:00 PM \$42.00
Book - 10981 Pg - 4988-5000
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 13 P.

Tax Parcel Numbers:
Lot 1-21-22-381-022; Lot 2-21-22-381-21;
Lot 3-21-22-381-020; Lot 4-21-22-381-019;
Lot 6-21-22-381-017; Lot 5-C 21-22-381-026;
Lot 5-D 21-22-381-025; Lot 5-E 21-22-381-024;
Lot 5-F 21-22-381-023; Lot 5-G 21-22-381-032;
Lot 5-H 21-22-381-031

Space Above for County Recorder's Use

**SUBORDINATION, LEASE RECOGNITION,
NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**WEST JORDAN RETAIL ASSOCIATES, LLC
("Landlord")**

**ALBERTSON'S LLC
("Tenant")**

**WEINGARTEN REALTY INVESTORS
("Mortgagee")**

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:
Albertson's LLC
250 Parkcenter Blvd.
Boise, ID 83706
Attention: Real Estate Law

(Space above this line for Recorder's Use)

#3197 — 6936 South Redwood, West Jordan, Utah

**SUBORDINATION, LEASE RECOGNITION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, LEASE RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 6th day of July, 2020, between WEST JORDAN RETAIL ASSOCIATES, LLC, a Delaware limited liability company ("**Landlord**"), ALBERTSON'S LLC, a Delaware limited liability company ("**Tenant**"), and WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust ("**Mortgagee**").

WITNESSETH:

WHEREAS, Tenant is the holder of a leasehold interest in that certain real property together with all buildings and improvements thereon and all easements, rights and appurtenances thereto located in the City of West Jordan, County of Salt Lake, State of Utah, shown as "Albertsons" on Exhibit "A" attached hereto and incorporated herein by this reference ("Leased Premises") pursuant to that certain Shopping Center Lease dated as of February 29, 1996, between Landlord, as landlord, and Tenant, as tenant, a Memorandum of which was

recorded on March 14, 1996, in Official Records Books 7351, Page 2172, Public Records of Salt Lake County, Utah. The Shopping Center Lease and Memorandum of Shopping Center Lease are hereinafter referred to as "Lease"; and

WHEREAS, the Leased Premises are part of a larger tract of land located in the City of West Jordan, County of Salt Lake, State of Utah, shown on Exhibit "A" and more particularly described in Schedule 1 attached hereto and incorporated herein by this reference ("Shopping Center"); and

WHEREAS, pursuant to Article 6 (Landlord's Title) of the Lease, Tenant has agreed to subordinate its rights under the Lease to the lien of any first priority mortgage or deed of trust placed on the Leased Premises or Shopping Center by Landlord subject to the execution of a Subordination, Lease Recognition, Non-Disturbance and Attornment Agreement; and

WHEREAS, Mortgagee is the mortgagee under that certain Mortgage encumbering the Shopping Center dated as of July 17, 2020, and recorded on July 17, 2020; in Official Records Book 10981, Page 2765, Public Records of Salt Lake County, Utah ("Mortgage"); and

WHEREAS, the parties desire to subordinate the Lease to the Mortgage and to establish certain rights of quiet and peaceful possession to the Leased Premises for Tenant's benefit together with certain obligations of attornment, all in the manner hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed between the parties as follows:

1. Tenant agrees that the Lease is and shall at all times be subordinate to the lien of the Mortgage and to any and all extensions, modifications, consolidations, renewals and replacements thereof.

2. Mortgagee agrees that, if no default exists under the Lease which at such time would then permit Landlord to terminate the Lease or to exercise any dispossess remedy provided for therein, (a) Tenant will not be made a party in any action or proceeding to foreclose the Mortgage or to remove or evict Landlord from the Leased Premises or from any part of the Shopping Center; (b) Tenant will not be evicted or removed from the Leased Premises or from any part of the Shopping Center nor will its possession or right to possession of the Leased Premises or of any part of the Shopping Center under the Lease for the term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefore in the Lease) be terminated or disturbed or in any way interfered with by any action taken by Mortgagee to enforce any rights or remedies under the Mortgage; and (c) Mortgagee, upon succeeding to Landlord's interest in the Leased Premises, will recognize the Lease and Tenant as its direct tenant under the Lease for the full term thereof (including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease), and will be bound by and perform all of the obligations of Landlord set forth in the Lease as if said person were originally named therein as the landlord thereunder.

3. Tenant agrees that, if the interest of Landlord in the Leased Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceeding brought by it under any present or future lien against Landlord's interest in the Leased Premises, or by any other manner, Tenant shall be bound to the Mortgagee under all of the terms, covenants, conditions and agreements set forth in the Lease for the balance of the term thereof remaining

(including any and all extensions or renewals thereof effected in accordance with any option therefor in the Lease) with the same force and effect as if Mortgagee were originally named therein as the landlord thereunder, and Tenant does hereby agree to attorn to Mortgagee as its landlord thereunder so as to establish direct privity of estate and contract between Mortgagee and Tenant, said attornment to be effective and self-operative without the execution of any further instruments on the part of either of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord in the Leased Premises.

4. Mortgagee hereby ratifies, confirms, approves and agrees to be bound by each and every term, covenant, condition and agreement contained in the Lease as if each thereof were set forth herein at length, and each of said terms, covenants, conditions and agreements shall inure to the benefit of and be enforceable by Tenant, its successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on Tenant's interest in the Lease or the Leased Premises, its successors and assigns. Mortgagee covenants and agrees that in the event of a conflict, whether in the express provisions or by reason of variation in inclusion of provisions, between the Mortgage and the Lease, the provisions of the Lease shall govern for all purposes. Mortgagee hereby acknowledges and agrees that, with respect to any assignment of rents contained in the Mortgage, said assignment shall apply only to the rent which Landlord is entitled to receive pursuant to the Lease.

5. Mortgagee agrees that all condemnation awards and insurance proceeds payable to Landlord or Mortgagee with respect to the Leased Premises or the Shopping Center shall be paid and applied to restoration of the Leased Premises and the Shopping Center in accordance with the provisions of Article 18 (Casualty) and Article 19 (Condemnation) of the Lease.

6. For the purpose of this Agreement, (a) the term "Lease" shall be deemed to include all amendments, modifications and supplements thereto provided, however, that no such amendment, modification or supplement shall be binding on Mortgagee without Mortgagee's written consent, which consent shall not be unreasonably withheld or delayed; (b) the term "foreclosure" shall be deemed to include the acquisition of Landlord's interests in the Leased Premises by foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or by deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale, or by any other means whatsoever; and (c) the term "Mortgagee" shall be deemed to include anyone who succeeds to Landlord's interest in the Leased Premises pursuant to the Mortgage including, without limitation, any purchaser at foreclosure or pursuant to the exercise of any power of sale contained in the Mortgage, or any grantee of a deed (or assignment) given in lieu of, or in anticipation of, foreclosure or the exercise of any such power of sale.

7. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or provision of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law.

8. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States registered or certified mail, or by United States express

mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Landlord:	West Jordan Retail Associates, LLC c/o Citivest Commercial Investments, LLC 4340 Von Karman Avenue, Suite 110 Newport Beach, California 92660
Tenant:	Albertson's LLC 250 Parkcenter Blvd. Boise, Idaho 83706 Attention: Real Estate Law
Mortgagee:	Weingarten Realty Investors 2600 Citadel Plaza Dr., Suite 125 Houston, TX 77008

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this section; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

9. If any litigation is commenced between the parties hereto concerning this Agreement or the rights or obligations of any party in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation (including any appeal thereof), which sum

shall be determined by the court in such litigation or in a separate action brought for that purpose.

10. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representative, successors and assigns, including, without limitation, the mortgagee or beneficiary under any mortgage or deed of trust on tenant's interest in the Lease or the Leased Premises, its successors and assigns.

11. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

12. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.

13. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14. This Agreement shall be recorded in the Public Records of Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[signatures are on the following pages]


MORTGAGEE:
Weingarten Realty Investors,
a Texas real estate investment trust

BY: 
Name: Mark D. Stout
Title: Sr. Vice President/General Counsel

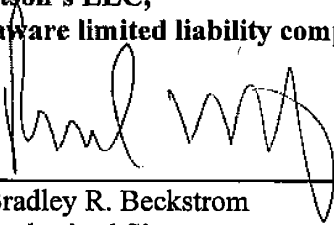

STATE OF TEXAS)
County of HARRIS) ss.

On this 6th day of JULY, 2020, before me,
Bridget Lofton, a Notary Public in and for said State, personally appeared
Mark D. Stout, known or identified to me to be the
Sr. Vice President of **Weingarten Realty Investors**, the person who executed the
instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.


Notary Public for the State of TEXAS
Residing at Houston, TX
My Commission Expires 12/23/2023

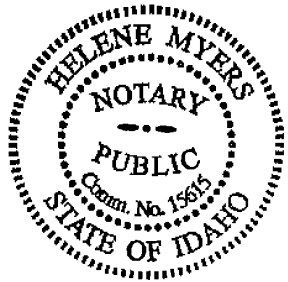
TENANT:
Albertson's LLC,
a Delaware limited liability company


BY: 
Bradley R. Beckstrom
Authorized Signatory 

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of June, 2020, before me,
Helene A. Myers, a Notary Public in and for said State, personally appeared
Bradley R. Beckstrom, known to me to be the Authorized Signatory of **Albertson's LLC**, the
person who executed the instrument on behalf of said company, and acknowledged to me that
such company executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.




Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires 12-21-2025

LANDLORD:

West Jordan Retail Associates, LLC

a Delaware limited liability company

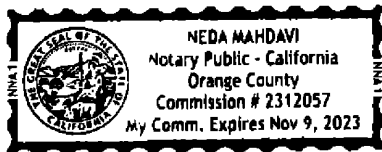
BY: *D. Haynes*
Name: Dana Haynes
Title: Manager

STATE OF California)
County of Orange) ss.

On this 15th day of July, 2020, before me,
Neda Mahdavi, a Notary Public in and for said State, personally appeared
Dana Haynes, known or identified to me to be the
Manager of **West Jordan Retail Associates, LLC**, the person who executed
the instrument on behalf of said company, and acknowledged to me that such company executed
the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.

N. Mahdavi
Notary Public for the State of California
Residing at Newport Beach CA
My Commission Expires 11-9-23



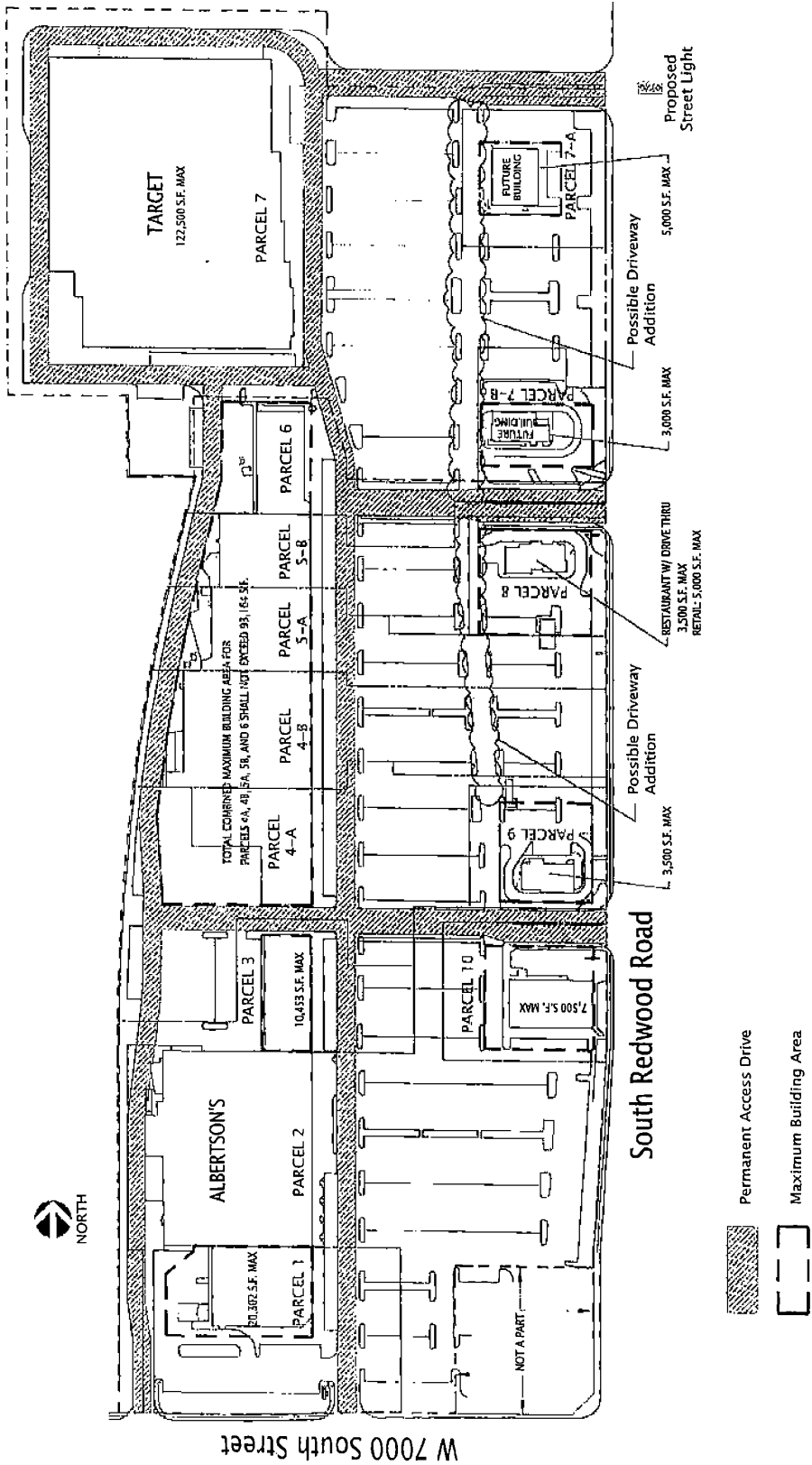


Exhibit "A"

Site Plan

West Jordan Town Center
 W 7000 Street and S Redwood Road
 West Jordan, Utah

Scale: NTS
 Date: 05-16-2018

SCHEDULE I
Legal Description

West Jordan Town Center

Parcel 1:

Lots 1, 2, 3, 4 and 6, WEST JORDAN TOWN CENTER, according to the official plat thereof, recorded as Entry No. 7016834, in Book 98-7P at Page 176 in the office of the Salt Lake County Recorder.

Lots 5-C, 5-D, 5-E and 5-F, WEST JORDAN TOWN CENTER NO. 2, according to the official plat thereof, recorded as Entry No. 7997307, in Book 2001P at Page 255 in the office of the Salt Lake County Recorder.

Lots 5-G and 5-H, WEST JORDAN TOWN CENTER NO. 2 AMD, according to the official plat thereof, recorded as Entry No. 8923077, in Book 2003P at Page 389 in the office of the Salt Lake County Recorder.

Parcel 2 (Easement):

Non-exclusive easements as granted in that certain Declaration of Restrictions and Easements, recorded July 2, 1998, as Entry No. 7016835, in Book 8027 at Page 1563, and by that certain First Amendment to Declaration of Restrictions and Easements, recorded October 8, 1998 as Entry No. 7114083, in Book 8120 at Page 2006, and by that certain Second Amendment to Declaration of Restrictions and Easements, recorded February 19, 1999 as Entry No. 7261935, in Book 8251 at Page 216 and that certain Third Amendment to Declaration of Restrictions and Easements, recorded December 19, 2003 as Entry No. 8929682, in Book 8925 at Page 8920 of official records.

Parcel 3 (Easement):

Non-exclusive rights of vehicular ingress and egress as granted in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded July 2, 1998, as Entry No. 7016838, in Book 8027 at Page 1715 of official records.