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Gary W. Ott
Recorder, Salt Lake County, UT
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THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Rusty A. Fleming, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement (this "Agreement"), dated the 28th day of January, 2016, is executed by and among **VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY**, a Connecticut corporation, with its principal office at c/o Voya Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327 (together with its successors and assigns including any subsequent holders of the Loan, the "Lender"); **REDEVELOPMENT AGENCY OF SALT LAKE CITY**, a Utah public entity, with its principal office at 451 South State Street, Room 418, Salt Lake City, Utah 84111 (the "Landlord"); and **BROADWAY CENTRE INVESTMENT LIMITED PARTNERSHIP**, a Delaware limited partnership, with its principal office at c/o Hamilton Partners, Inc. 222 South Main Street, Suite 1760, Salt Lake City, Utah 84101 (the "Tenant").

RECITALS

WHEREAS, Landlord and Tenant (as successor-in-interest to Broadway Centre Limited) have entered into that certain Lease Agreement for Parking Facilities dated April 16, 1990, as amended and restated by that certain First Restated Lease Agreement for Parking Facilities dated March 27, 1991, as further amended by that certain Second Restated Lease Agreement for Parking Facilities dated April 12, 1991, as further amended by that certain Third Amendment to Lease Agreement for Parking Facilities dated October 9, 1992; and as affected by that certain First [sic] Amendment to Lease Agreement and Agreement Regarding Exterior Improvements dated June 10,

2013 (such Lease Agreement for Parking Facilities, as so amended and restated, as so affected and as may be further amended and assigned from time-to-time, is hereinafter referred to as the "Lease"), covering certain parking facilities located at 111 East Broadway, Salt Lake City, Utah 84111 being more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Lender has proposed to make a loan ("Loan") to Tenant secured by, among other things, Tenant's leasehold estate ("Leasehold Estate") in the Property pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be recorded in the Land Records of Salt Lake County, State of Utah (as such may from time to time be modified, extended, renewed, supplemented, restated and/or replaced, the "Leasehold Mortgage") executed by Tenant, as borrower for the benefit of Lender encumbering the Leasehold Estate and the improvements located on the premises demised under the Lease; and

WHEREAS, Lender has requested that Landlord enter into this Agreement with respect to Lender's rights and interests in the Leasehold Estate.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt of which is hereby acknowledged, and in consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. Landlord is the fee owner of the Property and is the landlord under the Lease, and there is no mortgage or deed of trust or other liens or encumbrances encumbering Landlord's fee simple title to the Property. The Lease is in full force and effect, and, to Landlord's knowledge, there is no existing default under the Lease, and Landlord knows of no event which, with notice or the passage of time or both, would constitute a default under the Lease. To Landlord's knowledge, there is no defense, offset, claim or counterclaim by or in favor of Landlord against Tenant under the Lease. The only real property presently demised under the Lease is the Property, and, to Landlord's knowledge, the only person or entity presently having an interest in the Leasehold Estate as tenant under the Lease is Tenant.

2. The Lease commenced on June 17, 1992 and will expire pursuant to its terms on June 17, 2042. The Lease contains the following option to renew the term of the Lease: one (1) additional extension period of ten (10) years for the period commencing on June 18, 2042 and terminating on June 17, 2052. Tenant has paid Basic Rent (as defined in the Lease) and any additional rent, and other impositions and other charges have been paid in advance through January 31, 2016, and the next rent payment is due on February 1, 2016, in the amount of **\$32,356.53**. Landlord acknowledges that neither the execution and delivery of the Leasehold Mortgage, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the Lease.

3. Landlord agrees and acknowledges that (i) Tenant has entered into the Leasehold Mortgage, (ii) Lender is a "Pledgee" as defined in the Lease, (iii) the provisions of Section 11 of the Lease run in favor of the Lender, and (iv) all rights of Landlord, as landlord, in and to any and all subleases and the rents derived therefrom during the term of the Lease shall, for so long as the Lease

is in existence, be subject and subordinate to the rights of Lender under the Leasehold Mortgage, subject to the provisions of Section 15 of the Lease.

4. (a) Landlord acknowledges that, if Lender or any other party succeeds to the interest of Tenant under the Lease as a result of foreclosure proceedings, the granting of a deed in lieu of foreclosure, or through any other means, Lender or any such other party (the "Successor Tenant"), shall become a substituted tenant under the Lease without necessity of any consent of, approval by or notification to Landlord. The obligations of the Successor Tenant (including, without limitation, with respect to any pre-existing defaults by Tenant) under the Lease shall not be personal obligations of such Successor Tenant, and recourse on such obligations may be had only against the right, title and interest of such foreclosure successor in and to the Leasehold Estate. Without further consent of Landlord, but subject to the requirement in Section 13.1 of the Lease, the Successor Tenant shall have the right to sell and assign the Leasehold Estate, without necessity of any consent of, approval by or notification to Landlord. Upon and after such acquisition the Lease shall continue in full force and effect as if no default by the Tenant under the Lease had occurred. The Successor Tenant shall, upon any assignment of the Leasehold Estate, be relieved of all obligations and liabilities under the Lease, so long as the assignee assumes all of the Tenant's obligations under the Lease.

(b) As long as Lender holds any mortgages or deeds of trust on the Leasehold Estate:

(i) Lender may exercise any and all rights of Tenant under the Lease and all rights of Tenant under the Leasehold Mortgage and other loan documents evidencing the Loan that are related to the Lease, including, but not limited to, any and all renewal and/or extension option to which the Tenant is now or hereafter entitled under the Lease.

(ii) Notwithstanding any provisions of the Lease to the contrary, no default or event of default under the Leasehold Mortgage or any other document or instrument evidencing or securing the Loan will, in and of itself, constitute a default or event of default under the Lease.

(iii) Landlord shall have the right, without the consent of the Tenant, at all times to encumber Landlord's fee simple interest in the Property and Landlord's interest in this Lease by a mortgage or deed of trust encumbering Landlord's fee interest (each, a "Fee Mortgage"), provided that each such Fee Mortgage, by its terms, shall be subject and subordinate to the Lease, to the right, title, and interest of the Tenant and to Lender or any other holder or beneficiary of a mortgage or deed of trust encumbering the Leasehold Estate (each, a "Leasehold Mortgage"), including, without limitation, the right of any Leasehold Mortgagee to enter into a new lease pursuant to Section 11(h) of the Lease. Upon the request of the Tenant, or any Leasehold Mortgagee, Landlord shall obtain an agreement in recordable form in which the holder of the Fee Mortgage acknowledges that such Fee Mortgage is subordinate to the Lease and to the rights of the Tenant and to each such Leasehold Mortgagee as set forth above.

5. Pursuant to Section 11.2(a) of the Lease, Landlord covenants and agrees with Lender that there shall be no voluntary cancellation, surrender, acceptance of surrender or modification of the Lease or attornment of any subtenant to Landlord without the prior written consent of Lender.

6. Landlord acknowledges and agrees that Lender has not assumed and does not have any obligation or liability under or pursuant to the Lease by reason of the Leasehold Mortgage until Lender forecloses the Leasehold Mortgage or accepts a deed-in-lieu of foreclosure, and then Lender shall be obligated under the Lease subject to the terms of this Agreement. Lender agrees that neither it nor any Successor Tenant shall be entitled to any of the benefits under the Lease as "Tenant" until it has assumed the obligations of Tenant under the Lease pursuant to Section 11 of the Lease.

7. In the event that any landlord under the Lease becomes the subject of a case under the U.S. Bankruptcy Code (or any other or successor law providing similar relief), and such landlord or any trustee of such landlord rejects or seeks authority to reject the Lease under 11 U.S.C. Section 365 (or any other or successor provision permitting any similar relief): (i) the Tenant shall elect, and hereby does elect, without further act, unless Lender consents in writing to any other election, to remain in possession for the balance of the term of the Lease and any renewal or extension thereof, pursuant to 11 U.S.C. Section 365(h) (and any other successor provision permitting a similar election); (ii) any purported election by the Tenant to treat the Lease as terminated shall be void and of no effect, unless Lender consents in writing thereto; and (iii) the lien of the Leasehold Mortgage shall not be impaired by such rejection.

In the event that the Tenant becomes the subject of a case under the U.S. Bankruptcy Code (or any other law providing similar relief), Landlord shall endeavor to give prompt notice to Lender of any notice it receives of a request by the Tenant or any trustee of the Tenant for authority to reject the Lease, without liability if it does not do so. Landlord acknowledges and agrees that any such rejection of the Lease shall have no effect upon the continued existence of the Leasehold Estate or the Leasehold Mortgage so long as Lender has entered into a lease with Landlord upon the same terms as the Lease, subject to approval by the Bankruptcy Court to the extent required by the U.S. Bankruptcy Code.

8. Intentionally Omitted.

9. There shall be no merger of the Lease or the Leasehold Estate thereunder with the fee estate in the Property by reason of the fact that the Lease or the Leasehold Estate thereunder may be held, directly or indirectly, by or for the account of any entities who hold the fee estate. No such merger shall occur unless all entities having an interest in the fee estate and all entities (including Lender) having an interest in the Lease or the Leasehold Estate thereunder join in a written statement effecting such merger and duly record the same.

10. Landlord acknowledges that pursuant to Section 11.2(b) of the Lease, Lender has registered with Landlord and that upon serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, the Lease, Landlord shall at the same time serve a duplicate counterpart of such notice to Landlord as required therein. Landlord shall send such notices as follows:

To: Voya Retirement Insurance and Annuity Company,
an Iowa corporation
c/o Voya Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Mortgage Loan Servicing

and

Voya Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia, 30327-4349
Attention: Real Estate Law Department

With copy to: Nelson Mullins Riley & Scarborough LLP
Attn: Rusty A. Fleming, Esq.
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363

11. This Agreement shall be governed by and construed in accordance with the laws (excluding conflicts of laws rules) of Utah.

12. This Agreement may not be changed, waived or discharged orally, but only by an agreement in writing. This Agreement is in supplementation to the provisions of the Lease and in no event will be construed as reducing the rights to which the Tenant or of any Successor Tenant would otherwise be entitled under the Lease. Notwithstanding anything set forth herein to the contrary, in the event of any inconsistencies between the terms of Section 11 of the Lease and this Agreement, the terms and conditions of this Agreement shall control and be binding.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LANDLORD:

**REDEVELOPMENT AGENCY OF SALT
LAKE CITY,**
a Utah public entity

By: [Signature]
Name: DJ BAYTER
Title: EXECUTIVE DIRECTOR

Approved as to legal form: Jones Waldo

By: [Signature]

STATE OF UTAH

§
§
§

COUNTY OF SALT LAKE

On this 27 day of January, 2016, personally appeared before me DJ Bayter, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Executive Director of the Redevelopment Agency of Salt Lake City and that said document was signed by him/her in behalf of said agency.

[Signature]
Notary Public



[Signatures continue on following page]

TENANT:

**BROADWAY CENTRE INVESTMENT
LIMITED PARTNERSHIP,**
a Delaware limited partnership

By: HP Broadway Centre LLC,
an Illinois limited liability company
Its: General Partner

By: Bruce Bingham
Name: Bruce Bingham
Title: Managing Member

STATE OF Illinois §

COUNTY OF DuPage §

On this 22, day of January, 2016, personally appeared before me Bruce Bingham, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Managing Member of HP Broadway Center LLC, an Illinois limited liability company, as General Partner of Broadway Centre Investment Limited Partnership and that said document was signed by him in behalf of said partnership by Authority of the Agreement of Limited Partnership or (Resolution of the Partnership), and said Managing Member acknowledged to me that said company executed the same.

Dawn J. Kiedaisch
Notary Public

(Seal)

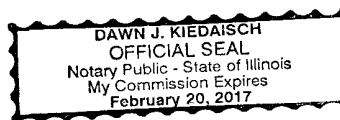


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY COVERED BY LEASE

Tax Parcel No. 16-06-154-048

A Leasehold Estate, as created by that certain Restated Lease Agreement for Parking Facilities dated March 27, 1991 and any amendments, supplements and/or assignments thereto, executed by the Redevelopment Agency of Salt Lake City, a public entity, as Lessor and Broadway Centre Limited, a Utah limited partnership, as Lessee, disclosed by that certain Memorandum of Lease recorded June 6, 1991 as Entry No. 5077645 in Book 6323 at Page 1789 of official records, as to the following:

A part of Lots 2 and 3 of Block 56, Plat "A", Salt Lake City Survey, in Salt Lake City, Salt Lake County, Utah:

Beginning at the Southeast corner of Lot 3, said Block 56 and running thence South 89°58'47" West 75.16 feet (South 89°58'22" West 75.11 feet record) along the South line of said Block 56 to the Southwest corner of Warranty Deed recorded March 8, 1991 as Entry No. 5036165 in Book 6296 at Page 1271, records of Salt Lake County, Utah; thence along the Westerly line of said Westerly Deed the following three courses: North 00°00'25" East 188.04 feet (North 188 feet record) along the Westerly edge of an existing multi-story concrete parking structure; South 89°58'38" West 6.77 feet (South 89°58'22" West 6.75 feet record) to the centerline of vacated Floral Street; and North 00°02'42" East 8.00 feet (North 00°02'31" East record) along said centerline; thence North 89°58'37" East 82.05 feet (North 89°58'22" East 82 feet record) to the lot line common to Lots 2 and 3 of said Block 56; thence North 00°02'45" East 1.00 feet (North 00°02'31" East record) along said common lot line; thence North 89°58'37" East 50.33 feet (North 89°58'22" East 50.35 feet record) to the West line of Edison Street as it exists at 30.00 foot right-of-way width; thence South 00°08'00" West 197.05 feet (South 00°07'44" West 197 feet record) along said West line of Edison Street to the South line of said Block 56; thence South 89°58'47" West 50.03 feet (South 89°58'22" West 50.00 feet record) along said South line of Block 56 to the point of beginning.