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Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 9 P.

Prepared By and After Recording
Mail to:

Robert Q. Jones, Jr.
Arby's Restaurant Group, Inc.
1155 Perimeter Center West
Atlanta, Georgia 30338

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**"), is made and entered into as of the 5th day of ~~March~~ ^{March}, 2015, by and between RTM Operating Company, LLC, a Delaware limited liability company ("**Tenant**"), having an address of c/o Arby's Restaurant Group, Inc., 1155 Perimeter Center West, Atlanta, Georgia 30338, Attn: Melissa Nuss, Sr. Dir. Lease Management (Unit #1517, 1870 W. 5400 South, Taylorsville, Utah), Legacy Plaza at 54th, LLC, a Utah limited liability company ("**Landlord**"), having an address of 1962 E Steg Hill Cir., Draper, UT and Zions First National Bank, a national banking association ("**Lender**"), having an address of One South Main Suite 470 Salt Lake City, Utah 84133

W I T N E S S E T H:

WHEREAS, Lender has agreed to make a loan to Landlord (the "**Loan**") to be secured by a mortgage or other security instrument to be recorded in the applicable public records (hereinafter collectively called the "**Mortgage**" and, collectively with any and all other documents evidencing, securing or pertaining thereto and/or to the Mortgage or the Loan, or to be secured, thereby, the "**Mortgage Documents**"), encumbering the Landlord's interest and title in and to certain premises as the same are described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Premises**"), and such other properties and interests as are described therein, and encumbering all of Landlord's rights, title and interest in and to the Lease (as described below) and the leasehold estate created thereby to secure the payment of the indebtedness described in the Mortgage; and

WHEREAS, Tenant and Landlord are the current parties to that certain Standard Lease dated July 31, 1981, originally by and between Boyer Redwood Road Associates, predecessor in interest to Boyer Plaza 5400 Associates ("**Boyer**"), and Excel Corp., predecessor in interest to Arby's, Inc.; as assigned from Arby's, Inc. to RTM Operating Company, predecessor in interest to Tenant, pursuant to that certain Assignment and Assumption of Lease dated May 5, 1997, and consented to by Boyer pursuant to that certain Consent to Assignment of Lease dated May 27, 1997; as amended by that certain First Amendment to Lease Agreement dated January 11, 2002; and further amended by that certain

Arby's #1517 LTC 54913-B

Second Amendment to Lease Agreement dated November 14, 2006; and as further amended by that certain Third Amendment to Lease Agreement dated March 4, 2011; as assigned by Boyer to Landlord on or about the date hereof (collectively, the "**Lease**"), for the property located at 1870 W. 5400 South, Taylorsville, Utah, known as Arby's Unit #1517, being more particularly described on Exhibit "A", which is attached hereto and made a part hereof (as may be affected by any condemnation or taking, if any, the "**Premises**"); and

WHEREAS, the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions upon which Tenant shall attorn to Lender upon certain conditions, Lender shall recognize the Lease and agrees not to disturb same or Tenant's peaceful possession and quiet enjoyment of the Premises pursuant to the Lease, all upon certain conditions, and certain other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, Lender, Landlord and Tenant, as Tenant, hereby covenant and agree as follows:

1. Non-Disturbance. So long as no default exists nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord, as "Landlord" under the Lease to terminate the Lease or would cause, without any further action on the part of Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, by any exercise of the power of sale contained in the Mortgage, or by any judicial or non-judicial foreclosure, conveyance in lieu of foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Lender takes possession of the property described in the Mortgage pursuant to any provisions thereof, unless the Landlord under the Lease would have had such right if the Mortgage had not been made; provided, that any such sale, foreclosure or taking of possession of the property shall be subject to the Lease and its terms, including, without limitation, any and all pre-clearance first refusal rights contained therein (if any) as well as any and all extension and renewal rights. Said Lease and its terms shall be binding upon the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding and the successors and assigns thereof (said person or entity and its successors and assigns being hereinafter called the "Purchaser"), except that the Purchaser shall not be: (a) liable for any act or omission of any prior Landlord under the Lease (except to the extent, if any, that the same constitutes a continuing dispute thereunder, and then only to the extent that such dispute occurs after the Purchaser has become the Landlord); or (b) subject to any offsets or defenses which the Tenant under the Lease might have against any prior Landlord under the Lease (except to the extent that the same accrue or arise after Lender becomes a mortgagee-in-possession or the Mortgagee or Purchaser becomes the Landlord under the Lease); or (c) bound by any base rent, or any other rental or other payments which the Tenant under the Lease might have paid for more than the current month (i.e. as of the month such party becomes the Landlord) to any prior Landlord under the Lease.

2. Attornment and Recognition. If the interests of the Landlord under the Lease shall be transferred by reason of the exercise of the power of sale or any other provision contained in the Mortgage, or by any foreclosure or other proceeding for enforcement of the Mortgage, (a) the Tenant thereunder shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions of renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original Landlord under the Lease, (b) Tenant, as Tenant under the Lease, does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Landlord under the Lease, and (c) Purchaser, including without limitation Lender if it be the Purchaser, does hereby recognize the Lease and the rights, title and interest of Tenant thereunder. Said attornment and recognition shall be effective and self-

operative without the execution of any further instruments by Tenant or by Purchaser, upon receipt by Tenant of written notice of the succession by Purchaser to the interest of the Landlord under the Lease. The respective rights and obligations of Purchaser and of the Tenant under the Lease upon such attornment and recognition, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease, except as otherwise expressly provided herein. Purchaser, including without limitation Lender if it be the Purchaser, Landlord and Tenant hereby agree that Tenant shall commence payment of rent under the Lease to Purchaser upon receipt by Tenant of a written demand therefor, which demand shall include a current payment address for Purchaser. Upon commencement of such rental payments to Purchaser, Tenant shall have no further liability to Landlord for any rental due under the Lease arising after the date upon which Tenant receives Purchaser's written demand.

3. Subordination. Subject to the terms and conditions of this Agreement, (a) Tenant hereby subordinates all of its right, title and interest, as Tenant under the Lease, to the right, title and interest of the Lender under the Mortgage, and (b) Tenant hereby agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

4. Assignment of Rents; Notice to Tenant. Tenant acknowledges that Landlord has or will have, as part of its loan transaction with Lender, assigned the Lease to Lender and that Lender has, or will have, a license to collect the rent due thereunder. Tenant agrees that anytime it receives written notice from Lender requesting that the rent and all other sums due Landlord under the Lease be paid to Lender or its designees, that, provided such notice includes remittance instructions and a completed W-9 form, Tenant hereby agrees to honor such request and will within thirty (30) days after receipt of such written notice, pay such sum directly to Lender or its designee without legal process or the necessity of proof of Landlord's default under the Loan Documents, and Landlord irrevocably consents to Tenant's reliance on such notice from Lender and shall hold Tenant harmless for performance thereunder. Such payment by Tenant will continue until the first to occur of the following: (a) the Lease expires pursuant to its terms and no further amounts are payable by Tenant thereunder; (b) Lender gives Tenant written notice that the rents and other payments are to be paid to Landlord; or (c) Lender gives Tenant written notice that a purchaser has succeeded to the interests of Landlord and Lender under the Lease, after which time the rent and all other sums due under the Lease will be paid as directed by such purchaser. Payment of rents to Lender as provided for hereunder shall not be deemed to: (i) cause Lender to succeed to or to assume any obligations or responsibilities of Landlord under the Lease or, (ii) relieve Landlord of any obligations under the Lease.

5. Notices. Tenant agrees to give written notice to Lender (and to any successor in interest to Lender of which Tenant has been notified in writing) of any default of the Landlord under the Lease if such default is of such a nature as to give Tenant a right to terminate the Lease. Lender shall have the option, in Lender's sole discretion, to elect to cure any such default for or on behalf of Landlord, and Tenant shall permit Lender or its designees to cure such default within the greater of (a) such time as Landlord is permitted to cure under the Lease, or (b) thirty (30) days from Lender's receipt of such notice. No termination of the Lease by Tenant related to any default of Landlord shall be effective so long as Lender elects to cure such default within such time period and thereafter diligently pursues such cure to completion. Notices hereunder shall be delivered to the parties at the addresses set forth above, or to such other address as may be designated by written notice from time to time.

6. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

8. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Purchaser, Landlord and Tenant, and upon such parties.

9. Miscellaneous. Notwithstanding anything contained herein to the contrary, this Agreement is conditioned and contingent upon Tenant's receipt of a fully executed original of this Agreement.

[Signatures Follow on Next Pages]

IN WITNESS WHEREOF, the Landlord, Tenant and Lender have executed this Agreement as of the date first written above.

LANDLORD:

WITNESS:

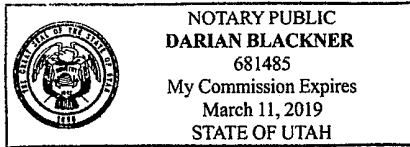
LEGACY PLAZA AT 54TH, LLC, a Utah limited liability company

Print Name: _____

By: *[Signature]*
Name: David C Werts
Its: Operating Manager

State of Utah
County Salt Lake

On this 3 day of June, 2015, personally appeared before me David Werts, who being by me duly sworn (or affirmed), did say that he/she is the operating manager (or other officer or agent) of Legacy Plaza at 54th, LLC, and that said instrument was signed on behalf of said company and said _____, acknowledged to me that said company executed the same.



[Signature]
Notary Public
Darian Blackner
Printed Name of Notary
My Commission Expires: March 11, 2019

[Signatures Continue on Next Pages]

[Signatures Continued from Previous Page]

TENANT:

WITNESS:

RTM OPERATING COMPANY, LLC, a
Delaware limited liability company

Laura McCoy
Print Name: Laura McCoy

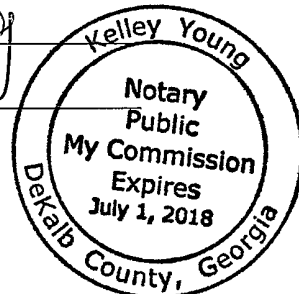
By: [Signature]
Name: Robert Q. Jones, Jr.
Its: VP, Corporate Counsel

State of Georgia
County Fulton

On this 24th day of March, 2015, personally appeared before me
Robert Q. Jones, Jr., who being by me duly sworn (or affirmed), did say
that he/she is the VP, Corporate Counsel (or other officer or agent) of RTM Operating
Company, LLC, and that said instrument was signed on behalf of said company and said
Limited Liability Co., acknowledged to me that said company executed the same.

[Signature]
Notary Public

Kelley Young
Printed Name of Notary
My Commission Expires: _____



[Signatures Continue on Next Page]



[Signatures Continued from Previous Page]

LENDER:

WITNESS:

ZIONS FIRST NATIONAL BANK, a
national banking association

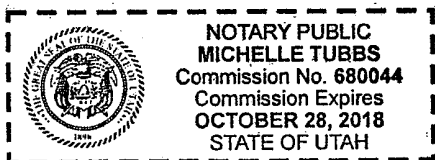
Print Name: _____

By: *Timothy P. Raccuia*
Name: Timothy P. Raccuia
Its: Vice President

State of Utah
County Salt Lake

On this 5 day of June, 2015, personally appeared before me
Timothy P. Raccuia, who being by me duly sworn (or affirmed), did say
that he/she is the Vice President (or other officer or agent) of
Zions First National Bank, and that said instrument was signed on behalf
of said bank and said Timothy P. Raccuia, acknowledged to me that said bank executed
the same.

Michelle Tubbs
Notary Public



Michelle Tubbs
Printed Name of Notary
My Commission Expires: 10/28/18

My Commission Expires: _____

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING at a point on the North property line of 5400 South Street, which point is 1262.36 feet South 89°53'41" West and 53.00 feet North 0°013'19" West from the South Quarter Corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'41" East 0.06 feet; thence 398.14 feet along the arc of a 11406.16 foot radius curve to the left (bearing North 00°06'19" West to the center of its beginning); thence North 87°53'41" East 173.03 feet; thence 401.84 feet along the arc of a 11512.16 foot radius curve to the right (bearing South 02°06'19" East to the center of its beginning); thence North 89°53'41" East 126.78 feet; thence North 73°38'19" East 114.50 feet to the West property line of Redwood Road; thence North 0°02'55" West 557.04 feet; thence West 1211.30 feet; thence South 0°13'19" East 611.34 feet to the point of BEGINNING.

Less and excepting therefrom:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter Southwest quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point on the Northerly right-of-way line of 5400 South Street 980.93 feet South 89°53'41" West along the Section line and 56.47 feet North 00°06'19" West from the South quarter corner of said Section 10, which point is 56.74 feet perpendicularly distant Northerly from the control line of said 5400 South Street opposite approximate Engineer Station 74+29.04, and running thence North 83°00'11" East 150.49 feet to a point 69.56 feet perpendicularly distant Northerly from said control line opposite Engineer Station 75+78.99; thence North 89°08'10" East 311.82 feet to a point 63.16 feet radially distant Northerly from control line opposite Engineer Station 78+90.23; thence North 74°09'54" East 88.86 feet to a point 85.25 feet radially distant Northerly from said control line opposite Engineer Station 79+75.74 and the beginning of a non-tangent 154.32 foot radius curve to the right (Note: Radius bears South 15°50'09" East); thence Easterly along the arc of said curve 40.14 feet through a delta of 14°54'07" (Note: Chord to said curve bears North 81°36'55" East for a distance of 40.02 feet) to a point 90.31 feet radially distant Northerly from said control line opposite Engineer Station 80+15.14 and the beginning of a non-tangent 1273.69 foot radius curve to the right (Note: Radius bears South 00°59'50" East) thence Easterly along the arc of said curve 106.27 feet through a delta of 04°46'50" (Note: Chord to said curve bears South 88°36'25" East for a distance of 106.24 feet) to a point of reverse curvature with a radius of

1988.00 feet, which point is 86.31 feet radially distant Northerly from said control line opposite Engineer Station 81+20.50; thence Easterly along the arc of said curve 144.53 feet through a delta of 04°09'56" (Note: Chord to said curve bears South 88°17'58" East for a distance of 144.50 feet) to a point 81.47 feet perpendicularly distant Northerly from said control line opposite Engineer Station 82+64.34; thence North 89°37'04" East 45.19 feet to a point 81.69 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+09.53; thence North 44°19'52" East 41.12 feet to a point 11.05 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+38.32; thence North 89°46'59" East 17.09 feet to the Easterly right-of-way line Redwood Road at a point 111.08 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+55.40; thence South 00°03'46" East 25.75 feet along said Easterly right-of-way line to said Northerly right-of-way line of 5400 South Street, thence along said Northerly right-of-way line the following five (5) courses and distances: (1) South 73°38'24" West 114.46 feet; thence (2) South 89°53'41" West 126.78 feet to the beginning of a 11512.16 foot radius curve to the left; thence (3) Westerly along the arc of said curve 401.85 feet through a delta of 02°00'00" (Note: Chord to said curve bears South 88°53'41" West for a distance of 401.83 feet); thence (4) South 87°53'41" West 173.03 feet to the beginning of a 11406.16 foot radius curve to the right; thence (5) Westerly along the arc of said curve 116.70 feet through a delta of 00°35'10" (Note: Chord to said curve bears South 88°11'16" West for a distance of 116.68 feet) to the point of beginning. The above described parcel of land contains 16,970 square feet or 0.390 acres in area, more or less. (Note: Rotate all bearings in the above description 0°01'11" clockwise to obtain highway bearings.)

Also less and excepting any and all abutter's rights of the above-referenced less and excepting fee to the center of the existing right-of-way appurtenant to the less and excepting property.

Tax Parcel No.
21-10-379-002
21-10-379-011
21-10-379-012
21-10-379-013
21-10-379-014
21-10-379-004
21-10-379-014
21-10-379-009
21-10-379-008