

PREPARED BY:

Stan W. Hildebrand
CBL Properties
2030 Hamilton Place Blvd, Suite 500
Chattanooga, TN 37421
423-490-8368

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Wells Fargo Bank Commercial Real Estate Portfolio Services (AU #210229)
10 South Wacker Drive, 32nd Floor
Chicago, Illinois 60606

Attn: Karen Turnbull Skutt
Loan No. 1018653

Tax Parcel #(s): 10-315-0001; 10-315-0003; 10-315-0004; 10-315-0005; 10-317-0004;
10-317-0010; 10-317-0009; 10-029-0123; 10-030-0055; 10-029-0122;
10-030-0117; 10-030-0118

**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE
PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF
SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made
June 18, 2019 by and between LAYTON HILLS MALL CMBS, LLC, a Delaware limited
liability company, owner of the real property hereinafter described ("**Mortgagor**"), ~~SUBWAY REAL~~
~~ESTATE LLC~~, a Delaware limited liability company ("**Tenant**") and WELLS FARGO BANK, NATIONAL
ASSOCIATION, as administrative agent for itself and certain other lenders (collectively with its successors
or assigns, "**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of a certain Shopping Center Lease dated May 13, 2010 (as amended, "**Lease**"), Mortgagor granted to Tenant a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "**Property**").
- B. Mortgagor has executed that certain Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Rents and Leases ("**Security Instrument**") securing, among other things, those certain loans in the principal sum of \$1,185,000,000 ("**Loan**"). The Security Instrument was recorded as of February 1, 2019 in the official recorder's office of Davis County, Utah, as Instrument #3141523, in Book 7191, Page 1235.
- C. Mortgagor and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Mortgagor and Tenant hereby agree for the benefit of Lender as follows:-----

1. **SUBORDINATION**. Mortgagor and Tenant hereby agree that:

- 1.1 **Prior Lien**. The Security Instrument securing the Loan, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
- 1.2 **Subordination**. Lender would not make the Loan without this agreement to subordinate; and
- 1.3 **Whole Agreement**. This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Tenant individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds**. Lender, in making disbursements pursuant to the Security Instrument or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
- 1.5 **Waiver, Relinquishment and Subordination**. Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT.** Tenant acknowledges and consents to the assignment of the Lease by Mortgagor in favor of Lender.
3. **ADDITIONAL AGREEMENTS.** Tenant covenants and agrees that, during all such times as Lender is the Beneficiary under the Security Instrument:
 - 4.1 **Modification, Termination and Cancellation.** Other than the exercise of rights, options, or elections contained in the Lease, Tenant will not consent to any (i) modification or amendment of the Lease that materially reduces the term or monetary obligations (including, without limitation, rent) payable by Tenant therein (the foregoing, collectively, "**Material Modification**"), (ii) termination or (iii) cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Mortgagor in consideration of any Material Modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
 - 4.2 **Notice of Default.** Tenant will use its best efforts to notify Lender in writing concurrently with any notice given to Mortgagor of any default by Mortgagor under the Lease, and Tenant agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Mortgagor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;
 - 4.3 **No Advance Rents.** Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease;
 - 4.4 **Assignment of Rents.** Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Mortgagor to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether Mortgagor is in default under the Loan and/or the Security Instrument.
 - 4.5 **Insurance and Condemnation Proceeds.** In the event there is any conflict between the terms in the Security Instrument and the Lease regarding the use of insurance proceeds or condemnation proceeds with respect to the Property, the provisions of the Security Instrument shall control.
4. **ATTORNMEN T.** In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Mortgagor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
 - 4.1 **Payment of Rent.** Tenant shall pay to Lender all rental payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease;
 - 4.2 **Continuation of Performance.** Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Mortgagor's interest in the Lease and giving written notice thereof to Tenant;

- 4.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Mortgagor under the Lease, nor for the return of any sums which Tenant may have paid to Mortgagor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Mortgagor to Lender; and
- 4.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Mortgagor under the Lease, should become obligated to perform the covenants of Mortgagor thereunder, then, upon any further transfer of Mortgagor's interest by Lender, all of such obligations shall terminate as to Lender.
- 4.5 **Limitation on Lender's Liability.** Tenant agrees to look solely to Lender's interest in the Property and the rent, income or proceeds derived therefrom for the recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, agents, representatives or employees ever be personally liable for any such obligation, liability or judgment.
- 4.6 **No Representation, Warranties or Indemnities.** Lender shall not be liable with respect to any representations, warranties or indemnities from Mortgagor, whether pursuant to the Lease or otherwise, including, but not limited to, any representation, warranty or indemnity related to the use of the Property, compliance with zoning, landlord's title, landlord's authority, habitability or fitness for purposes or commercial suitability, or hazardous wastes, hazardous substances, toxic materials or similar phraseology relating to the environmental condition of the Property or any portion thereof.
5. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Tenant under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease.
6. **MISCELLANEOUS.**
- 6.1 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Mortgagor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Mortgagor or others.
- 6.2 **Notices.** All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Mortgagor:	CBL & Associates Limited Partnership 2030 Hamilton Place Blvd Suite 500 Chattanooga, TN 37421 Attention: Chief Legal Officer
Tenant:	Subway Real Estate, LLC 325 Sub Way Milford, CT 06461 Attention: Lease Administrator
Lender:	Wells Fargo Bank, National Association Wells Fargo Bank Commercial Real Estate Portfolio Services (AU #210229) 10 South Wacker Drive, 32nd Floor Chicago, Illinois 60606 Attention: Karen Turnbull Skutt Loan #: 1018653
With a copy to:	Wells Fargo Bank, National Association CRE Agency Services 600 South 4th Street, 9th Floor Minneapolis, Minnesota 55415 Attention: David DeAngelis

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

- 6.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.
- 6.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.
- 6.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 6.6 **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

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

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

[SIGNATURE PAGES FOLLOW]

"MORTGAGOR"

LAYTON HILLS MALL CMBS, LLC,
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

By: *Farzana Khaleel*
Name: Farzana Khaleel
Title: Executive Vice President and Chief Financial Officer

On this 13 day of June, 2019 before me appeared Farzana Khaleel to me personally known, who, being by me duly sworn, did say that s/he is the Executive Vice President and Chief Financial Officer of CBL Holdings I, Inc., a Delaware corporation, which corporation is the sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, which partnership is the sole member and chief manager of LAYTON HILLS MALL CMBS, LLC, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and s/he acknowledged such instrument to be the free act and deed of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tracey Nichols
Notary Public

My term expires: My Commission Expires June 22, 2020



"TENANT"

SUBWAY REAL ESTATE, LLC,
a Delaware limited liability company

By: _____
Name: **Matthew Whelan**
Vice President
Title: _____

On this 10th day of June, 2019 before me appeared Matthew Whelan to me personally known, who, being by me duly sworn, did say that s/he is the Vice President of Subway Real Estate, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and s/he acknowledged such instrument to be the free act and deed of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sharon A. Chaco
Notary Public

My term expires: April 30, 2022



Sharon A. Chaco
NOTARY PUBLIC
State of Connecticut
My Commission Expires
April 30, 2022

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent

By: [Signature]
Name: Brandon H. Barry
Title: VICE PRESIDENT

On this 18th day of June, 2019 before me appeared Brandon Barry to me personally known, who, being by me duly sworn, did say that s/he is the VP of Wells Fargo, a National Association, and that said instrument was signed on behalf of such company, pursuant to due authority, properly exercised, and s/he acknowledged such instrument to be the free act and deed of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature: Marie Catherine Murphy]
Notary Public

My term expires: 4/27/21



EXHIBIT A
Legal Description of the Land

[See attached]

The attached legal description relates to the following:

ADDRESS OF PREMISES: 1201 North Hill Field Road; 720 W. 1500 North St.; 413 W. 1425 North St.;
695 Ring Rd; 685 Ring Rd; 545 Ring Rd, Layton, UT 84041

TAX NUMBERS:	PARCEL 1 (LOT 1):	10-315-0001
	PARCEL 1 (LOT 3):	10-315-0003
	PARCEL 1 (LOT 4):	10-315-0004
	PARCEL 1 (RING ROAD):	10-315-0005
	PARCEL 2 (LOT 4):	10-317-0004
	PARCEL 2 (SOUTH ENT):	10-317-0010
	PARCEL 2 (SOUTHEAST ENT):	10-317-0009
	PARCEL 3:	10-029-0123
	PARCEL 4:	10-030-0055
	PARCEL 5 (PART):	10-029-0122
	PARCEL 5 (PART):	10-030-0117
	PARCELS 6, 7 AND 8:	10-030-0118

Based on information and records provided by the Grantor, the street addresses and tax numbers above relate to the attached legal description; however, in the event of a conflict between the street addresses and/or tax numbers and the legal description, the legal description shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – LEGAL DESCRIPTION FOLLOWS]

PARCEL 1

Lots 1, 3, and 4, and the Ring Road (Private Road), **LAYTON HILLS MALL 1 SUBDIVISION**, according to the official plat thereof recorded April 11, 2017 as Entry No. 3013346, in Book 6741, at Page 600 in the Official Records of the Davis County Recorder.

PARCEL 2

Lot 4, and the South Entrance (Private Road), and the Southeast Entrance (Private Road), **LAYTON HILLS MALL PHASE 2 SUBDIVISION**, according to the official plat thereof recorded October 26, 2017 as Entry No. 3054098, in Book 6879, at Page 64 in the Official Records of the Davis County Recorder.

PARCEL 3 (For convenience and reference purposes only: Tax Parcel No. 10-029-0123)

Beginning at a point on the Northwesterly right-of-way line of Hill Field Road where it is intersected by the Southwesterly line of the South Entrance Road into the Layton Hills Mall, said point being North 78°02'29" East 1012.358 feet from the South One Quarter Corner of Section 17, Township 4 North, Range 1 West, Salt Lake Base And Meridian; thence South 56°17'59" West 385.449 feet; thence North 34°49' West 201.836 feet; thence North 50°17'28" West 600.130 feet to a point on a 1085.92 foot radius curve to the right whose radius point bears North 39°27'30" East; thence Northwesterly along the arc of said curve 264.387 feet; thence North 38°47'31" West 552.882 feet; thence North 34°57'09" West 1195.886 feet; thence North 89°54'50" East 9.750 feet to the Southwesterly right-of-way line of the Northwest Entrance Road into the Layton Hills Mall; thence South 34°57'09" East 718.965 feet to the point of a 124.00 foot radius curve to the left whose radius point bears North 55°02'51" East; thence Southeasterly along the arc of said curve 108.908 feet to a point on a 314.118 foot radius curve to the left whose radius point bears North 87°04'54" East; thence Southerly along the arc of said curve 175.624 feet; thence South 34°57'09" East 113.733 feet to the point of a 2976.591 foot radius curve to the left whose radius point bears North 55°02'51" East; thence Southeasterly along the arc of said curve 201.412 feet; thence South 38°49'46" East 361.890 feet to the point of a 297.481 foot radius curve to the left whose radius point bears North 51°10'14" East; thence Southeasterly along the arc of said curve 142.084 feet to the point of a 102.791 foot radius curve to the left whose radius point bears South 82°27'05" East; thence Southerly along the arc of said curve 103.766 feet; thence South 50°17'28" East 509.700 feet to a point of curvature; thence Southeasterly 256.233 feet along the arc of a 199.989 foot radius curve to the left; thence North 56°17'29" East 104.675 feet to a point of curvature; thence Northeasterly 48.550 feet along the arc of a 82.543 foot radius curve to the right to a point of tangency; thence East 58.688 feet to a point of curvature; thence Southeasterly 105.667 feet along the arc of a 107.536 foot radius curve to the right; thence South 33°42'01" East 124.101 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion within the boundary of **LAYTON HILLS MALL PHASE 2 SUBDIVISION**, according to the official plat thereof recorded October 26, 2017 as Entry No. 3054098, in Book 6879, at Page 64 in the Official Records of the Davis County Recorder.

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the following described parcel of land acquired by the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") in that certain FINAL JUDGMENT OF CONDEMNATION AND ORDER RELEASING FUNDS recorded March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder:

UDOT PARCEL NO. I15-7:115:C

A parcel of land in fee for the widening of the existing 1425 North Street (Midtown Crossing) known as Project S-I15-7(329)332, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 17, T.4N., R.1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows: Beginning at a point in the northerly boundary line of said entire tract which is 497.51 feet South 00°09'50" West along the quarter section line and 574.18 feet North 89°50'10" West from the Center Quarter Corner of said Section 17, said point is also approximately 32.36 feet perpendicularly distant southerly from the Midtown Crossing Control Line opposite engineer station 125+76.22; and running thence South 85°11'39" West 176.66 feet to the beginning of a 533.00-foot radius curve to the right at a point opposite engineer station 123+97.87; thence westerly 44.09 feet along the arc of said curve concentric with and 33.00 feet perpendicularly distant southerly from said control line through a delta of 04°44'23" (Note: chord to said curve bears South 87°33'50" West for a distance of 44.08 feet) to a line parallel with said control line opposite engineer station 123+56.50; thence South 89°56'02" West 148.28 feet along said parallel line to the beginning of a 300.00-foot radius curve to the left, at a point opposite engineer station 122+08.22; thence westerly 152.84 feet along the arc of said curve concentric with said control line

through a delta of 29°11'27" (Note: chord to said curve bears South 75°20'18" West for a distance of 151.20 feet) to a point in the northeasterly right of way line and N/A line of I-15 which point is 33.00 feet perpendicularly distant southeasterly from said control line; thence North 34°56'32" West 66.23 feet along said northeasterly right of way line to a point in said northerly boundary line; thence North 89°54'52" East 552.56 feet along said northerly boundary line to the point of beginning. (Note: Rotate all bearings in the above description 00°20'45" clockwise to obtain highway bearings.)

PARCEL 4 (For convenience and reference purposes only: Tax Parcel No. 10-030-0055)

Beginning at a point on the West right-of-way line of Hill Field Road where it is intersected by the South line of 1500 North, said point being South 68°43'32" East 1359.003 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°08'08" West 425.465 feet along the West line of said Hill Field Road; thence North 89°51'52" West 180.019 feet to a point of a 155.0 foot radius curve to the left whose radius point bears South 0°08'08" West; thence Southwesterly along the arc of said curve 181.617 feet; thence North 75°09'32" West 715.782 feet; thence North 0°09'50" East 334.608 feet; thence North 89°54'50" East 1015.017 feet to the point of beginning.

PARCEL 5 (For convenience and reference purposes only: Tax Parcels Nos. 10-029-0122 & 10-030-0117)

Beginning at the point of intersection of the West right-of-way line of the North Entrance Road (identified in that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded January 17, 1979 as Entry No. 520506, in Book 749, at Page 347 of the Official Records of the Davis County Recorder, the "North Entrance Road") into the Layton Hills Mall with the North property line of the Layton Hills Mall property, said point being South

24°06'36" East 541.940 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 0°09'50" West 326.619 feet; thence North 75°09'32" West 438.060 feet to the point of a 292.764 foot radius curve to the left whose radius point bears South 14°50'28" West; thence Northwesterly and Southwesterly along the arc of said curve 436.538 feet; thence South 19°24'28" West 130.768 feet to the point of a 314.118 foot radius curve to the left whose radius point bears South 70°35'32" East; thence Southerly along the arc of said curve 78.228 feet to a point on an 80.00 foot radius curve to the right whose radius point bears North 6°43'06" East; thence Northwesterly along the arc of said curve 67.480 feet; thence North 34°57'09" West 688.309 feet; thence North 89°54'50" East 1286.079 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following described parcel of land conveyed to CBL & ASSOCIATES MANAGEMENT, INC., a Delaware corporation, in that certain CORRECTIVE SPECIAL WARRANTY DEED recorded March 29, 2018 as Entry No.3084393, in Book 6982, at Page 450 of the Official Records of the Davis County Recorder, to-wit: Beginning at a point that is South 15°01'29" East 850.351 feet from the Center of Section 17, Township 4 North Range 1 West, Salt Lake Base and Meridian; same said point being on the intersection of the North Right-of-Way line of the Ring Road and the West Right-of-Way line of the aforesaid North Entrance Road; thence North 75°09'32" West 289.60 feet; thence North 14°50'28" East 130.894 feet; thence South 89°50'10" East 246.985 feet; thence South 00°09'50" West 200.00 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the following described three (3) parcels of land acquired by the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") in that certain FINAL JUDGMENT OF CONDEMNATION AND ORDER RELEASING FUNDS recorded March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder:

EXCEPTED UDOT PARCEL NO. I15-7:115:C

A parcel of land in fee for the widening of the existing 1425 North Street (Midtown Crossing) known as Project S-I15-7(329)332, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 17, T.4N., R.1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows: Beginning at a point in the northerly boundary line of said entire tract which is 497.51 feet South 00°09'50" West along the quarter section line and 574.18 feet North 89°50'10" West from the Center Quarter Corner of said Section 17, said point is also approximately 32.36 feet perpendicularly distant southerly from the Midtown Crossing Control Line opposite engineer station 125+76.22; and running thence South 85°11'39" West 176.66 feet to the beginning of a 533.00-

foot radius curve to the right at a point opposite engineer station 123+97.87; thence westerly 44.09 feet along the arc of said curve concentric with and 33.00 feet perpendicularly distant southerly from said control line through a delta of 04°44'23" (Note: chord to said curve bears South 87°33'50" West for a distance of 44.08 feet) to a line parallel with said control line opposite engineer station 123+56.50; thence South 89°56'02" West 148.28 feet along said parallel line to the beginning of a 300.00-foot radius curve to the left, at a point opposite engineer station 122+08.22; thence westerly 152.84 feet along the arc of said curve concentric with said control line through a delta of 29°11'27" (Note: chord to said curve bears South 75°20'18" West for a distance of 151.20 feet) to a point in the northeasterly right of way line and N/A line of I-15 which point is 33.00 feet perpendicularly distant southeasterly from said control line; thence North 34°56'32" West 66.23 feet along said northeasterly right of way line to a point in said northerly boundary line; thence North 89°54'52" East 552.56 feet along said northerly boundary line to the point of beginning. (Note: Rotate all bearings in the above description 00°20'45" clockwise to obtain highway bearings.)

EXCEPTED UDOT PARCEL NO. I15-7:115:2C

A parcel in land for the widening of the existing 1425 North Street (Midtown Crossing) known as Project No. S-I15-7(329)332, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 17, T.4N., R.1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows: Beginning at a point in the northerly boundary line of said entire tract which is 495.14 feet South 00°09'50" West along the quarter section line and 30.16 feet North 89°50'10" West from the Center Quarter Corner of said Section 17, said point is also at 0.00 feet distant from the Layton Hills Parkway Control Line opposite engineer station 802+77.46; and running thence South 00°07'45" West 70.47 feet along said control line to the beginning of a 200.00-foot radius curve to the right (Note: center bears North 89°52'15" West); thence southerly 48.61 feet along the arc of said curve through a delta of 13°55'33" (Note: chord to said curve bears South 07°05'31" West for a distance of 48.49 feet); thence South 89°39'14" West 22.29 feet to the beginning of a 354.50-foot radius non-tangent curve to the left (Note: center bears North 81°34'20" West); thence northerly 47.48 feet along the arc of said curve through a delta of 07°40'29" (Note: chord to said curve bears North 04°35'26" East for a distance of 47.45 feet) to a point 103.80 feet perpendicularly distant southerly from Midtown Crossing control line opposite engineer station 130+96.52; thence North 89°46'44" West 12.00 feet to the beginning of a 57.50-foot radius non-tangent curve to the left (Note: center bears North 89°46'44" West); thence northerly 48.10 feet along the arc of said curve through a delta of 47°55'46" (Note: chord to said curve bears North 23°44'32" West for a distance of 46.71 feet) to the beginning of a 120.50-foot radius compound curve to the left (Note: center bears South 42°17'41" West); thence northwesterly along the arc of said curve 44.63 feet through a delta of 21°13'22" (Note: chord to said curve bears North 58°19'00" West for a distance of 44.38 feet) to a point 37.61 feet perpendicularly distant southerly from said control line opposite engineer station 130+28.03; thence North 68°55'41" West 14.35 feet to a point in said northerly boundary line which point is 32.43 feet perpendicularly distant southerly from said control line; thence North 89°54'52" East 106.60 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (Note: Rotate all bearings in the above description 00°20'45" clockwise to obtain highway bearings.)

EXCEPTED UDOT PARCEL NO. I15-7:115B:C

A parcel of land in fee for the widening of the existing 1425 North Street (Midtown Crossing) known as Project No. S-I15-7(329)332, being part of an entire tract of property situate in the NE 1/4SW1/4 and NW 1/4SE1/4 of Section 17, T.4N., R.1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows: Beginning at a point in the northerly boundary line of said entire tract which is 495.14 feet South 00°09'50" West along the quarter section line and 30.16 feet North 89°50'10" West from the Center Quarter Corner of said Section 17,

said point is also approximately 0.00 feet perpendicularly distant southerly from the Layton Hills Parkway Control Line opposite engineer station 802+77.46; and running thence North 89°54'52" East 195.30 feet along said northerly boundary line; thence South 89°27'28" West 34.83 feet to the beginning of a 256.60-foot radius curve to the left at a point perpendicularly distant southerly from the Midtown Crossing control line opposite engineer station 132+81.71; thence westerly 49.31 feet along the arc said curve through a delta of 11°00'40" (Note: chord to said curve bears South 83°57'08" West for a distance of 49.24 feet) to the beginning of a 150.00-foot radius curve compound curve to the left; thence southwesterly 64.30 feet along the arc of said curve through a delta of 24°33'46" (Note: chord to said curve bears South 66°09'55" West for a distance of 63.81 feet) to a point 63.47

feet perpendicularly distant southerly from said control line opposite engineer station 131+74.34; thence South 53°53'02" West 5.49 feet to the beginning of a 37.50-foot radius curve to the left; thence southwesterly 40.28 feet along the arc of said curve through a delta of 61°32'13" (Note: chord to said curve bears South 23°06'56" West for a distance of 38.37 feet) to a point 101.97 feet perpendicularly distant southerly from said control line opposite engineer station 131+54.80; thence South 74°52'34" West 16.23 feet to the beginning of a 181.50-foot radius non-tangent curve to the right (Note: center bears North 86°27'24" West); thence southerly 35.69 feet along the arc of said curve through a delta of 11°16'02" (Note: chord to said curve bears South 09°10'37" West for a distance of 35.63 feet) to a point 141.36 feet perpendicularly distant easterly from said control line opposite engineer station 131+33.40; thence South 14°48'38" West 9.87 feet to a point 150.90 feet perpendicularly distant southerly from said control line opposite engineer station 131+30.86; thence South 89°39'14" West 15.90 feet to the beginning of a 200.00-foot radius non-tangent curve to the left (Note: center bears North 75°56'42" West); thence northerly 48.61 feet along the arc of said curve through a delta of 13°55'33" (Note: chord to said curve bears North 07°05'31" East for a distance of 48.49 feet) to a point 0.00 feet perpendicularly distant from Layton Hills Parkway control line opposite engineer station 802+06.99; thence North 00°07'45" East 70.47 feet to the point of beginning. (Note: Rotate all bearings in the above description 00°20'45" clockwise to obtain highway bearings.)

PARCEL 6 (For convenience and reference purposes only: Part of Tax Parcel No. 10-030-0118; referred to in some instruments of record as the "Northwest Entrance Road")

Beginning at a point South 64°59'41" West 1174.819 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 34°57'09" East 688.309 feet to the point of an 80.00 foot radius curve to the left (bearing to center of curve bears North 55°02'51" East); thence Southeasterly along the arc of said curve 67.480 feet to a point on a 314.118 foot radius curve to the left (bearing to center of curve bears North 84°51'40" East); thence Southerly along the arc of said curve 44.173 feet to a point of a 124 foot radius curve to the right (bearing to center of curve bears North 06°43'06" East); thence Northwesterly along the arc of said curve 108.908 feet; thence North 34°57'09" West 718.965 feet; thence North 89°54'50" East 53.626 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the following described parcel of land acquired by the UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") in that certain FINAL JUDGMENT OF CONDEMNATION AND ORDER RELEASING FUNDS RECORDED March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder:

UDOT PARCEL NO. I15-7:115:C

A parcel of land in fee for the widening of the existing 1425 North Street (Midtown Crossing) known as Project S-I15-7(329)332, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 17, T.4N., R.1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows: Beginning at a point in the northerly boundary line of said entire tract which is 497.51 feet South 00°09'50" West along the quarter section line and 574.18 feet North 89°50'10" West from the Center Quarter Corner of said Section 17, said point is also approximately 32.36 feet perpendicularly distant southerly from the Midtown Crossing Control Line opposite engineer station 125+76.22; and running thence South 85°11'39" West 176.66 feet to the beginning of a 533.00-foot radius curve to the right at a point opposite engineer station 123+97.87; thence westerly 44.09 feet along the arc of said curve concentric with and 33.00 feet perpendicularly distant southerly from said control line through a delta of 04°44'23" (Note: chord to said curve bears South 87°33'50" West for a distance of 44.08 feet) to a line parallel with said control line opposite engineer station 123+56.50; thence South 89°56'02" West 148.28 feet along said parallel line to the beginning of a 300.00-foot radius curve to the left, at a point opposite engineer station 122+08.22; thence westerly 152.84 feet along the arc of said curve concentric with said control line through a delta of 29°11'27" (Note: chord to said curve bears South 75°20'18" West for a distance of 151.20 feet) to a point in the northeasterly right of way line and N/A line of I-15 which point is 33.00 feet perpendicularly distant southeasterly from said control line; thence North 34°56'32" West 66.23 feet along said northeasterly right of way line to a point in said northerly boundary line; thence North 89°54'52" East 552.56 feet along said northerly boundary line to the point of beginning. (Note: Rotate all bearings in the above description 00°20'45" clockwise to obtain highway bearings.)

PARCEL 7 (For convenience and reference purposes only: Part of Tax Parcel No. 10-030-0118; referred to in some instruments of record as the "North Entrance Road")

Beginning at a point that is South 24°06'36" East 541.940 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 89°54'50" East 30.00 feet; thence South 0°09'50" West

334.608 feet; thence North 75°09'32" West 31.012 feet; thence North 0°09'50" East 326.619 feet to the point of beginning.

PARCEL 8 (For convenience and reference purposes only: Part of Tax Parcel No. 10-030-0118; referred to in some instruments of record as the "Northeast Entrance Road")

Beginning at a point on the West right-of-way line of Hill Field Road, said point being South 54°01'25" East 1563.632 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 0°08'08" West 30.00 feet; thence North 89°51'52" West 180.019 feet to a point of a 125 foot radius curve to the left (bearing to center of curve bears South 0°08'08" West); thence Southwesterly along the arc of said curve 142.859 feet to a point on a 203.484 foot radius curve to the left (bearing to center of curve bears South 19°35'06" West); thence Northwesterly along the arc of said curve 16.848 feet; thence North 75°09'32" West 13.431 feet to a point on a 155 foot radius curve to the right (bearing to center of curve bears South 66°59'57" East); thence Northeasterly along the arc of said curve 181.617 feet; thence South 89°51'52" East 180.019 feet to the point of beginning.

PARCEL 9

The non-exclusive easements, appurtenant to **PARCELS 1, 2, 3, 4, 5, 6, 7 and 8** described herein, for the passage of vehicles and pedestrians and for the installation, use, operation, maintenance, repair, replacement, relocation and removal of "Common Utility Facilities", as defined, described and created pursuant to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded January 17, 1979 as Entry No. 520506, in Book 749, at Page 347 of the Official Records of the Davis County Recorder, as amended, supplemented and/or otherwise affected by that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded December 20, 1979 as Entry No. 553586, in Book 806, at Page 481 of the Official Records of the Davis County Recorder, by that certain SECOND AMENDMENT TO DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS recorded April 16, 1981 as Entry No. 590247, in Book 864, at Page 94 of the Official Records of the Davis County Recorder, by that certain THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded December 13, 1989 as Entry No. 877657, in Book 1327, at Page 445 of the Official Records of the Davis County Recorder, by that certain SUPPLEMENT TO DECLARATION recorded March 19, 1979 as Entry No. 525712, in Book 758, at Page 83 of the Official Records of the Davis County Recorder, by that certain SUPPLEMENT TO DECLARATION recorded June 4, 1979 as Entry No. 533987, in Book 772, at Page 897 of the Official Records of the Davis County Recorder, by that certain SUPPLEMENT TO DECLARATION recorded August 2, 1979 as Entry No. 540032, in Book 783, at Page 402

of the Official Records of the Davis County Recorder, by that certain WAIVER recorded February 8, 1980 as Entry No. 557178, in Book 812, at Page 265 of the Official Records of the Davis County Recorder, by that certain SUPPLEMENT TO DECLARATION recorded June 10, 1981 as Entry No. 594234, in Book 870, at Page 160 of the Official Records of the Davis County Recorder, and by that certain SUPPLEMENT TO DECLARATION recorded July 3, 1989 as Entry No. 862637, in Book 1300, at Page 1085 of the Official Records of the Davis County Recorder.

LESS AND EXCEPTING THEREFROM any portions thereof acquired by the UTAH DEPARTMENT OF TRANSPORTATION in (i) that certain FINAL JUDGMENT OF COMPENSATION AND CONDEMNATION recorded April 15, 2016 as Entry No. 2932683, in Book 6496, at Page 1019 of the Official Records of the Davis County Recorder, (ii) that certain FINAL JUDGMENT OF COMPENSATION AND CONDEMNATION recorded May 6, 2016

as Entry No. 2937015, in Book 6511, at Page 225 of the Official Records of the Davis County Recorder, and (iii) that certain FINAL JUDGMENT OF CONDEMNATION AND ORDER RELEASING FUNDS recorded March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder.

PARCEL 10

The non-exclusive Utility Easements and Common Area Easements, appurtenant to **PARCEL 1-LOT 1** described herein, as defined, described and created pursuant to that certain OPERATING AND RECIPROCAL EASEMENT AGREEMENT recorded April 13, 2017 as Entry No. 3014001, in Book 6743, at Page 1200 of the Official Records of the Davis County Recorder, and recorded April 14, 2017 as Entry No. 3014038, in Book 6744, at Page 99 of the Official Records of the Davis County Recorder.

LESS AND EXCEPTING THEREFROM any portions thereof acquired by the UTAH DEPARTMENT OF TRANSPORTATION in that certain FINAL JUDGMENT OF CONDEMNATION AND ORDER RELEASING

3197216
BK 7372 PG 1642

FUNDS recorded March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder.