

**RECORDING REQUESTED AND
AFTER RECORDING RETURN TO:**
TEXAS ROADHOUSE HOLDINGS LLC
6040 Dutchmans Lane
Louisville, Kentucky 40205
Attention: Legal Department

Davis County, City of Layton, UT

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, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "*Agreement*") is made this 19th day of August 2019, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and certain other lenders, having an address of 10 South Wacker Drive, 32nd Floor, Chicago, IL 60606, Attention: Karen Turnbull Skutt, Loan #1018653 ("*Mortgage*"); TEXAS ROADHOUSE HOLDINGS LLC, a Kentucky limited liability company, having an address of 6040 Dutchmans Lane Louisville, Kentucky 40205, Attention: Legal Department ("*Tenant*"); and LAYTON HILLS MALL CMBS, LLC, a Delaware limited liability company, having an address of CBL & Associates Limited Partnership, 2030 Hamilton Place Blvd, Suite 500, Chattanooga, TN 37421, Attention: Chief Legal Officer ("*Landlord*").

WITNESSETH:

WHEREAS, Mortgagee has made a loan (the "*Loan*") in the original principal sum of up to \$1,185,000,000 to Landlord secured, in part, by a DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES dated January 30, 2019 and recorded as of February 1, 2019 in the official recorder's office of Davis County, State of Utah, as Entry #3141523, Book 7191, Page 1235, (together with all other instruments securing the Loan, the "*Mortgage*") covering a parcel or parcels of land owned by Landlord and described on Exhibit "A" (the "*Mortgaged Property*"); and

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain Ground Lease Agreement dated October 24, 2011, as amended (the "*Lease*"), whereby Landlord leased a portion of the Mortgaged Property to Tenant, as legally described on Exhibit "B" (said premises and the improvements on or to be erected thereon being hereinafter called the "*Premises*"); and

WHEREAS, that certain Memorandum and Amendment of Lease dated July 2, 2012, has been recorded as of July 2, 2012, in the official recorder's office of Davis County, State of Utah, as Entry #2670971, Book 5555, Page 589; and

WHEREAS, a copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, the parties hereto desire to acknowledge the subordination of the Lease to the lien of the Mortgage and to provide for the non-disturbance of Tenant by Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Mortgagee hereby consents to and approves the Lease.
2. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage (as same may be modified and extended), without regard to the order of priority of recording the Mortgage or the Memorandum of the Lease, subject, however, to the provisions of this Agreement.
3. Tenant certifies that the Lease is presently in full force and effect.
4. Mortgagee agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder beyond any applicable notice or cure period:

(a) Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby;

(b) The possession by Tenant of the Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Mortgagee, or by any judicial sale or execution or other sale of the Mortgaged Property, or by any deed given in lieu of foreclosure, or by the exercise of any other rights given to the Mortgagee by any other documents or as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby; and

(c) From and after the date when Mortgagee acquires title to the Mortgaged Property and succeeds to Landlord's interest under the Lease, all condemnation awards and insurance proceeds paid or payable with respect to the Premises, shall be applied and paid in the manner set forth in the Lease.

5. Mortgagee hereby acknowledges and agrees that all fixtures and equipment whether owned by Tenant or any subtenant or leased by Tenant from a lessor/owner (hereinafter called the "**Equipment Lessor**") installed in or on the Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant or any such Equipment Lessor and may be removed by Tenant or any such Equipment Lessor at any time. In no event (including a default under the Lease or Mortgage) shall Mortgagee have any liens, rights or claims in Tenant's or Equipment Lessor's fixtures and equipment, whether or not all or any part thereof shall be deemed fixtures; and Mortgagee expressly waives all rights of levy, distraint, or execution with respect to said fixtures and equipment.

6. If the Mortgagee shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Landlord's interest in the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed or assignment given in lieu of foreclosure, and so long as Tenant is not in default thereunder beyond any applicable notice and cure periods, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as tenant thereunder, and the then owner of the Landlord's interest in the Premises, as landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as landlord under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the renewal periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform; provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord;

(ii) subject to any defenses or claims which Tenant may have against any prior landlord (including Landlord) resulting from any default or breach by such prior landlord occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord, unless such default or breach continues from and after a date which is the later of (A) thirty (30) days from notice of such default or breach of prior landlord, or (B) the date of

succession, provided in no event shall such new owner have liability for monetary damages occurring for acts or omissions prior to such owner's acquisition of title to the Mortgaged Property;

(iii) subject to any offsets which Tenant may have against any prior landlord (including Landlord) resulting from any default or breach by such prior landlord and occurring prior to the date upon which the new owner succeeds to the interest of such prior landlord; however, such new owner shall be subject to offsets to the extent such offsets are expressly permitted under the Lease and Mortgagee or such new owner has received notice thereof and the opportunity to cure within the applicable time periods set forth in the Lease (it being further agreed that offsets under the Lease that were deducted by Tenant prior to the date upon which the new owner succeeds to the interest of such prior landlord shall not be subject to challenge);

(iv) bound by any rent which Tenant might have paid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord), unless such new owner acknowledges receipt of such prepayment;

(v) bound by any Material Modification (as hereinafter defined) of the Lease made without Mortgagee's, or such new owner's consent (such consent not to be unreasonably withheld, conditioned or delayed). As used in this Agreement, the term "**Material Modification**" shall mean any amendment or modification of the Lease which (i) shortens or extends the term of the Lease (excluding Tenant's renewal option(s) set forth in Section 3 of the Lease), (ii) results in a reduction of rent or other sums due and payable by Tenant pursuant to the Lease, (iii) increases Landlord's obligations under the Lease by more than a de minimus extent, or (iv) decreases Tenant's obligations under the Lease by more than a de minimus extent. Notwithstanding the foregoing, the parties acknowledge and agree that in no event shall a Material Modification include any amendment or modification of the Lease arising from the exercise of an express right granted to the Tenant under the Lease; and

(vi) be obligated to construct or finish the construction or to renovate or finish the renovation of any part of the Premises.

7. Any and all notices required under this Agreement shall be deemed to be properly served if delivered in writing personally, or sent by certified mail with return receipt requested, or by facsimile or electronic mail followed with a copy thereof by U.S. mail the following business day, or by nationally recognized overnight delivery service, pre-paid, for overnight delivery with receipt requested, to the address for the respective party set forth in the introductory paragraph above. Any notice required under this Agreement shall be deemed to have been delivered and, in the case of any notice to Mortgagee, with a copy to: Wells Fargo Bank, National Association, CRE Agency Services, 600 South 4th Street, 9th Floor, Minneapolis, Minnesota 55415, Attention: David DeAngelis, received on the date of actual receipt, or if receipt is refused, then (i) one (1) business day following deposit with such nationally recognized overnight courier, (ii) five (5) business days after deposit in the U.S. mails by certified mail, return receipt requested, and/or (iii) on the date of delivery or refusal if by hand delivery.

8. **Additional Agreements.** Tenant covenants and agrees that, during all such times as Mortgagee is the mortgagee under the Mortgage:
 - a. **Notice of Default.** Tenant will notify Mortgagee in writing concurrently with any notice given to Landlord of any default by Landlord under the Lease, and Tenant agrees that Mortgagee 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 Mortgagee, if Mortgagee cures such default within the time period provided in the Lease for the cure thereof by Landlord; provided however, that if such default cannot with diligence be cured by Mortgagee within such period, the commencement of action by Mortgagee within such period to remedy the same shall be deemed sufficient so long as Mortgagee pursues such cure with diligence. Notwithstanding the foregoing, if, in Tenant's reasonable judgment, a condition posing imminent risk of material harm to persons or property or material disruption to the normal conduct of any business operations in the Premises shall exist, Tenant may, at its election, and without prior notice to Landlord, exercise any or all of the remedies set forth in the Lease.
 - b. **Assignment of Rents.** Upon Receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing the payment of rents by Tenant to Mortgagee, Tenant shall comply with such direction to pay and shall not be required to determine whether Landlord is in default.
9. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.
10. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

(SIGNATURE PAGE FOLLOWS)

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

MORTGAGEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent
a national banking association

By: [Signature]
Name: Brandon H. Barry
Title: Vice President

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, the undersigned authority, on this day personally appeared Brandon H. Barry, the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

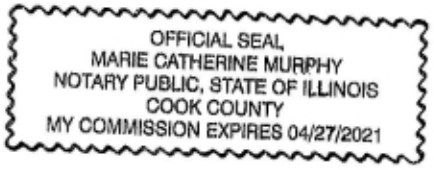
Given under my hand and seal of office on this 14th day of August, 2019.

Marie Catherine Murphy

Notary Public, State of Illinois

Marie Catherine Murphy
Printed Name

My Commission Expires: 4/27/21



TENANT:

TEXAS ROADHOUSE HOLDINGS LLC,
a Kentucky limited liability company

By: Texas Roadhouse, Inc.,
a Delaware corporation
its Manager

By: RA Russell Arbuckle
Name: Russell Arbuckle
Title: Sr. Director of Real Estate

COMMONWEALTH OF KENTUCKY §
 §
COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared Russell Arbuckle, the Sr. Dir. of R.E. of Texas Roadhouse, Inc., a Delaware corporation, Manager of **TEXAS ROADHOUSE HOLDINGS LLC**, a Kentucky limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 29th day of May, 2019

Kamra F. Hoon
Notary Public, Commonwealth of Kentucky
Notary Public, State at Large, KY
My commission expires Feb. 28, 2020
Printed Name
My Commission Expires: _____



LANDLORD:

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 *[Signature]*
Name: Farzana Khaleel
Title: Executive Vice President and
Chief Financial Officer

STATE OF TENNESSEE §
 §
COUNTY OF HAMILTON §

Before me, the undersigned authority, on this day personally appeared Farzana Khaleel, the Executive Vice President and Chief Financial Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the chief manager of LAYTON HILLS MALL CMBS, LLC, a Delaware limited liability company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

Given under my hand and seal of office on this 30 day of May, 2019.



Tracey Nichols
Notary Public, State of Tennessee

Tracey Nichols
Printed Name

My Commission Expires: _____

My Commission Expires June 22, 2020

EXHIBIT "A" TO SNDA
MORTGAGED PROPERTY

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-foot 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 $04^{\circ}44'23''$ (Note: chord to said curve bears South $87^{\circ}33'50''$ West for a distance of 44.08 feet) to a line parallel with said control line opposite engineer station 123+56.50; thence South $89^{\circ}56'02''$ 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 $29^{\circ}11'27''$ (Note: chord to said curve bears South $75^{\circ}20'18''$ 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 $34^{\circ}56'32''$ West 66.23 feet along said northeasterly right of way line to a point in said northerly boundary line; thence North $89^{\circ}54'52''$ East 552.56 feet along said northerly boundary line to the point of beginning. (Note: Rotate all bearings in the above description $00^{\circ}20'45''$ 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 $00^{\circ}09'50''$ West along the quarter section line and 30.16 feet North $89^{\circ}50'10''$ 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 $00^{\circ}07'45''$ 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 $89^{\circ}52'15''$ West); thence southerly 48.61 feet along the arc of said curve through a delta of $13^{\circ}55'33''$ (Note: chord to said curve bears South $07^{\circ}05'31''$ West for a distance of 48.49 feet); thence South $89^{\circ}39'14''$ West 22.29 feet to the beginning of a 354.50-foot radius non-tangent curve to the left (Note: center bears North $81^{\circ}34'20''$ West); thence northerly 47.48 feet along the arc of said curve through a delta of $07^{\circ}40'29''$ (Note: chord to said curve bears North $04^{\circ}35'26''$ 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 $89^{\circ}46'44''$ West 12.00 feet to the beginning of a 57.50-foot radius non-tangent curve to the left (Note: center bears North $89^{\circ}46'44''$ West); thence northerly 48.10 feet along the arc of said curve through a delta of $47^{\circ}55'46''$ (Note: chord to said curve bears North $23^{\circ}44'32''$ 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 $42^{\circ}17'41''$ West); thence northwesterly along the arc of said curve 44.63 feet through a delta of $21^{\circ}13'22''$ (Note: chord to said curve bears North $58^{\circ}19'00''$ 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 $68^{\circ}55'41''$ 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 $89^{\circ}54'52''$ 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 $00^{\circ}20'45''$ 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 FUNDS recorded March 1, 2018 as Entry No. 3078943, in Book 6962, at Page 939 of the Official Records of the Davis County Recorder.

EXHIBIT "B" TO SNDA

PREMISES

A PORTION OF PARCEL A, AS DESCRIBED IN THAT CERTAIN SURVEY PREPARED BY STANTEC, JUNE 25, 2007, FILED IN THE COUNTY SURVEYORS OFFICE, AS RECORD OF SURVEY NO. 5093, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S00°30'22"W 1576.32 FEET AND S89°29'38"E 246.65 FEET FROM THE CENTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S70°31'26"E 98.00 FEET THENCE S19°24'29"W 92.00 FEET ; THENCE N70°31'26"W 98.00 FEET; THENCE N19°24'29"E 92.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,018 SQUARE FEET, OR 0.21 ACRES, MORE OR LESS.