

**Bonneville Superior Title Company**  
1518 N. Woodland Park Drive  
Layton, Utah 84041

**Subordination, Attornment  
And Non-Disturbance Agreement**

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2/9/2015 12:25:00 PM \$80.00  
Book - 10294 Pg - 5297-5310  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BONNEVILLE SUPERIOR TITLE  
BY: eCASH, DEPUTY - EF 14 P.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

10286

KNOW ALL MEN BY THESE PRESENTS:

**THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT** (this "Agreement") is entered into, to and be effective the 3<sup>rd</sup> day of January, 2014, by and between **PETCO ANIMAL SUPPLIES STORES, INC.**, a Delaware corporation, hereinafter called "Tenant," and **PEP HOLDING COMPANY IV, LLC**, hereinafter called "Lender".

**RECITALS:**

**WHEREAS**, Tenant is the Tenant under that certain Lease Agreement, including all renewals, extensions, amendments and modifications, heretofore or hereafter made (collectively, the "Lease"), dated October 12, 2009, between Tenant and **Coventry III/Satterfield Helm Valley Fair, LLC.**, a Delaware corporation (<sup>the</sup> "Borrower"), as Landlord, covering approximately 13,500 square feet of rentable space situated at Valley Fair Mall, such premises being more particularly described in *Exhibit "A-1"*, attached hereto and incorporated herein by reference for all purposes ("the Premises").

**WHEREAS**, Borrower, has heretofore obtained or is applying from Lender a mortgage loan secured by a deed of trust from Borrower to Lender (the "Mortgage"), covering, among other property, the Premises, which Mortgage is recorded in Volume 10213 Page 7917 of the Real Property Records of Salt Lake County, State of Utah.

**WHEREAS**, Tenant desires to obtain assurances from Lender that its quiet possession of the Premises will not be disturbed by reason of, or in the event of foreclosure of the Mortgage, or otherwise; and

**WHEREAS**, Lender is willing to provide to Tenant such assurance by executing and delivering to Tenant this Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the sum of ten dollars (\$10.00) paid by Tenant to Lender, the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt of which is hereby acknowledged, Tenant and Lender hereby agree and covenant as follows:

1. The Lease and estate conveyed thereby are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, (i) the term of the Lease shall not be terminated or modified in any respect and Tenant's right of quiet and exclusive possession of the Premises, and its other rights and privileges arising under the Lease, or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall all be fully recognized and protected by Lender and shall not be disturbed, canceled, terminated, diminished, or otherwise interfered with by Lender under any circumstances and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, or any extensions or renewals thereof, (ii) Lender will be bound by the terms of the Lease, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Mortgage, or any extension, renewal, consolidation or replacement thereof; provided, however, Lender may join Tenant as a defendant in such action if applicable law requires Tenant to be made a part thereto as a condition to proceeding against Landlord or pursuing such rights and remedies, but only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3. If the interests of Landlord shall be acquired by Lender by reason of foreclosure of the Mortgage, or by trustee's sale, or by any other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method, or in the event the Premises shall be purchased at such a foreclosure by a third party, and Lender or such third party succeeds to the interests of Landlord under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender or such third party under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender or such third party were the lessor under the Lease and Tenant does hereby attorn to Lender or such third party, as its lessor, said attornment to be effective and self-operative without the execution of any other instruments on the part of any party hereto, immediately upon Lender or such third party succeeding to the interest

15-33-276-005  
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-010  
-110  
-009  
15-33-251-007  
-008  
-011  
-009  
-010  
15-33-201-014  
-006  
15-33-201-012  
-2000  
-2001

of Landlord under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender or such third party until Tenant receives written notice from Lender or such third party that Lender or such third party has succeeded to the interests of Landlord under the Lease, and that all future rental payments should be paid to the address set forth in such notice. The respective rights and obligations of Tenant and Lender, or such third party, upon such attornment, to the extent of the then remaining balance of the term of the Lease, and any extensions or renewals thereof, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

4. If Lender or a third party shall succeed to the interests of Borrower under the Lease, Lender or such third party shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender or such third party for the breach of any covenant, provision or agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender or such third party had not succeeded to the interests of Borrower; provided, however, that Lender or such third party shall not be:

(a) liable for any act or omission of any prior landlord (including Borrower) unless such event is continuing following the date Lender or a third party succeeds to the interests of Borrower under the Lease;

(b) bound by any rent or additional rent (but not including Security Deposit) which Tenant might have paid for more than the current month to any prior landlord (including Borrower) excepting payments expressly required by the Lease, and aside from those payments, all such other rent shall remain due and owing notwithstanding such advance payment; or

(c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower), except for offsets and defenses for landlord defaults which have not been cured and are continuing when Lender or a third party succeeds to the interests of Borrower or a prior landlord.

5. Borrower and Tenant may, from time to time, modify or amend the Lease in the ordinary course of business without Lender's written consent or approval..

6. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant further agrees to send to Lender at the following address copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Landlord's default at the same time such notice is given to Borrower, and Lender shall have the same cure rights under the same time frames provided for Borrower/Landlord under the Lease without the obligation to cure the Landlord/Borrower default, unless and until Lender succeeds to the interest of Borrower/Landlord as owner of the Premises.

All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, to the address below. All such notices and communications shall be effective upon receipt of such delivery. The addresses of the parties shall be as set forth below provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement:

**LENDER:**

c/o Prime Finance Partners  
233 North Michigan, Suite 2318  
Chicago, Illinois 60601  
Attn: Steve Gerstung  
Telecopy No.: (312) 276-9649

With Copy To:

Kaye Scholer LLP  
250 West 55<sup>th</sup> Street  
New York, New York 10019-9710  
Attention: Aaron Lehrfield, Esq.  
Telecopier: (212) 836-6705

**TENANT:**

PETCO ANIMAL SUPPLIES STORES, INC.  
c/o Property Manager  
654 Richland Hills Drive  
San Antonio, Texas 78245; and

PETCO ANIMAL SUPPLIES STORES, INC.  
c/o Vice President – Real Estate  
654 Richland Hills Drive  
San Antonio, Texas 78245; and

PETCO ANIMAL SUPPLIES STORES, INC.  
c/o Vice President -- Law  
9125 Rehco Road  
San Diego, California 92121-2270; and

With a copy to:

CORPORATION AGENTS, INC.  
c/o Ray & Glick, Ltd.  
Attn.: Steven J. Marcus or Sidney A. Glick  
611 S. Milwaukee Avenue  
Libertyville, Illinois 60048

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its legal representatives, successors and assigns, and all subsequent owners of the Premises acquiring title thereto from or through Lender.

8. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their proper officers or representatives to be effective as of the day and year first above written.

**LENDER:**

**PFP Holding Company IV, LLC**, a Delaware  
limited liability company

By: Prime Finance Partners IV, Inc. a Maryland  
Corporation, its Managing Member

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**PETCO ANIMAL SUPPLIES STORES, INC.**,  
a Delaware corporation

By:  \_\_\_\_\_

Its: James J. Lampassi  
Vice President, Real Estate & Construction

Date: 1-20-15

IN WITNESS WHEREOF, the Mortgagee and Tenant have caused this Agreement to be executed as of the date first above written.

MORTGAGEE:

**PFP HOLDING COMPANY IV, LLC**, a Delaware limited liability company

By: **Prime Finance Partners IV, Inc.**, a Maryland corporation, its Managing Member

By: \_\_\_\_\_  
Name: John W. Brayshaw  
Title: Vice President

[Signature Page to SNDA]

**BK 10294 PG 5300**

ACKNOWLEDGMENT OF LENDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

Certificate of Acknowledgment Tenant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

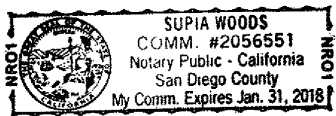
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On January 29, 2015, before me, Supia Woods, Notary Public, personally appeared James J. Lampassi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



**ACKNOWLEDGMENT**

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On the 26<sup>th</sup> day of January in the year 2015, before me, the undersigned, personally appeared John W. Brayshaw, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



\_\_\_\_\_  
Notary Public

[SEAL]

Notary expiration date: \_\_\_\_\_

TEODOLINDA DUSHALLARI NOTARY PUBLIC STATE OF NEW YORK NEW YORK COUNTY LIC. #01206208162 COMM. EXP. <u>6/22/2017</u>
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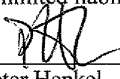
[Signature Page to SNDA]

**LANDLORD'S CONSENT**

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

**LANDLORD:**

**CF III SH VALLEY FAIR, LLC, a**  
Delaware limited liability company

By:   
Name: Peter Henkel  
Its: President

[Signature Page to SNDA]

**EXHIBIT A-1**  
**Legal Description of the Premises**



**EXHIBIT "A-1"**

This Lease is not valid or binding without *Exhibit "A-1"* (Legal Description)

**PARCEL 1:**

Beginning at a point on the East right-of-way of 2700 West street, said point being South 89° 58' 40" East along the Section line 33.00 feet; and South 0° 00' 44" West along said East right-of-way line 154.91 feet, from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 59' 21" East 39.00 feet to a point of a curve to the right, the radius point of which is South 89° 59' 21" East 75.00 feet; thence Northeasterly along the arc of said curve 117.83 feet to a point of tangency, said point being 80.00 feet perpendicularly distant Southerly from the center line of 3500 South Street at Engineer Station 5+97.53 of State Freeway Project I-215; thence South 89° 58' 40" East 505.72 feet to a point of curve to the right, the radius point of which is South 5° 08' 45" West 848.83 feet, said point also being 80.00 feet perpendicularly distant Southerly from the center line of said 3500 South Street at Engineer Station 11+03.24; thence Southeasterly along the arc of said curve 683.09 feet; thence South 0° 01' 17" West 19.30 feet; thence South 89° 58' 40" East 15.68 feet to a point on a curve to the right, the radius point of which is South 52° 55' 58" West 848.83 feet; thence Southeasterly along the arc of said curve 33.77 feet to a point of intersection with a curve to the right, the radius point of which is South 54° 01' 22" West 768.83 feet, said point of intersection being 80.00 feet radially distant Southwesterly from the centerline of J-6 ramp at Engineer Station 18+00; thence Southeasterly along the arc of said curve 88.48 feet to a point on the East line of the West one-half of the Northeast quarter of said Section 33; thence South along said East line 1469.58 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 33; thence South 89° 57' 20" West along the South line of the North one-half of the Southwest quarter of the Northeast quarter of said Section 33, 1288.88 feet to the East right-of-way line of 2700 West Street; thence North 0° 00' 44" East along said East right-of-way line 1831.35 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM following:

Beginning at a point which is South 89° 56' West along the quarter Section line 1322.02 feet and North 1483.67 feet and South 89° 57' West 121.85 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 57' West 216.0 feet; thence North 0° 03' West 258.0 feet; thence North 89° 57' East 216.0 feet to a point of a 24.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency; thence South 0° 03' East 210.0 feet to a point of a 24.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is South 0° 00' 44" West along the center Section line 1548.84 feet, and South 89° 59' 18" East 601.21 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building; and running thence North 89° 59' 30" East 477.40 feet; thence South 00° 00' 30" East 29.69 feet; thence South 89° 59' 30" West 5.40 feet; thence South 0° 00' 30" East 40.20 feet; thence North 89° 59' 30" East 5.40 feet; thence South 0° 00' 30" East 71.80 feet; thence South 89° 59' 30" West 56.00 feet; thence South 00° 00' 30" East 84.00 feet; thence South 89° 59' 30" West 85.00 feet; thence North 00° 00' 30" West 28.00 feet; thence South 89° 59' 30" West 126.20 feet;

thence North 00° 00' 30" West 5.40 feet; thence South 89° 59' 30" West 82.20 feet; thence South 00° 00' 30" East 5.40 feet; thence South 89° 59' 30" West 128.00 feet; thence North 00° 00' 30" West 57.85 feet; thence North 89° 59' 30" East 8.40 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 2.80 feet; thence North 00° 00' 30" East 29.75 feet; thence North 89° 59' 30" East 2.80 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 8.40 feet; thence North 00° 00' 30" West 57.69 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is South 0° 00' 44" West along the center section line 342.74 feet, and South 89° 59' 18" East 604.30 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said also being the Northwest corner of the building; and running thence North 89° 56' 73" East 323.40 feet; thence North 00° 03' 23" West 37.00 feet; thence North 89° 56' 37" East 22.70 feet; thence South 00° 03' 23" East 37.00 feet; thence North 89° 56' 37" East 67.90 feet; thence South 00° 03' 23" East 226.06 feet; thence South 89° 56' 37" West 414.00 feet; thence North 00° 03' 23" West 226.06 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-007-2000, and 15-33-201-007-2001).

PARCEL 2:

Beginning at a point which is South 89° 56' West along the quarter section line 1,322.02 feet and North 1,483.67 feet and South 89° 57' West 121.85 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West Salt Lake Base and Meridian; and running thence South 89° 57' West 216.0 feet; thence North 0° 03' West 258.0 feet; thence North 89° 57' East 216.0 feet to a point of a 24.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency; thence South 0° 03' East 210.0 feet to a point of a 24.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-005).

PARCEL 3:

Beginning at a point which is South 0° 00' 44" West along the center section line 1,548.84 feet, and South 89° 59' 18" East 601.21 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building; and running thence North 89° 59' 30" East 477.40 feet; thence South 00° 00' 30" East 29.69 feet; thence South 89° 59' 30" West 5.40 feet; thence South 00° 00' 30" East 40.20 feet; thence North 89° 59' 30" East 5.40 feet; thence South 0° 00' 30" East 71.80 feet; thence South 89° 59' 30" West 56.00 feet; thence South 00° 00' 30" East 84.00 feet; thence South 89° 59' 30" West 85.00 feet; thence North 00° 00' 30" West 28.00 feet; thence South 89° 59' 30" West 126.20 feet; thence North 00° 00' 30" West 5.40 feet; thence South 89° 59' 30" West 82.20 feet; thence South 00° 00' 30" East 5.40 feet; thence South 89° 59' 30" West 128.00 feet; thence North 00° 00' 30" West 57.85 feet; thence North 89° 59' 30" East 8.40 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 2.80 feet; thence North 00° 00' 30" East 29.75 feet; thence North 89° 59' 30" East 2.80 feet; thence North 00° 00' 30" West 26.20 feet; thence South 89° 59' 30" West 8.40 feet; thence North 00° 00' 30" West 57.69 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-251-007).

PARCEL 4:

Beginning at a point which is South 0° 00' 44" West along the center section line 342.74 feet, and South 89° 59' 18" East 604.30 feet from the North quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said also being the Northwest corner of the building; and running thence North 89° 56' 37" East 323.40 feet; thence North 00° 03' 23" West 37.00 feet; thence North 89° 56' 37" East 22.70 feet; thence South 00° 03' 23" East 37.00 feet; thence North 89° 56' 37" East 67.90 feet; thence South 00° 03' 23" East 226.06 feet; thence South 89° 56' 37" West 414.00 feet; thence North 00° 03' 23" West 226.06 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-201-006).

PARCEL 5:

Beginning on the West right-of-way and non-access line of State Freeway Project I-215 at a point which is South 89° 56' West along the quarter section line 1,076.295 feet and North 0° 04' West 33.00 feet and North 3° 35' 13" West 805.29 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 3° 35' 13" West along said right-of-way and non-access line 553.785 feet; thence North 6° 34' 37" West along said right-of-way and non-access line 431.80 feet; thence North 17° 08' 58" West along said right-of-way and non-access line 239.87 feet to a point on a 768.83 foot radius curve to the left, the center of which bears South 67° 31' 22" West from said point; thence Northwesterly along said right-of-way and non-access line and the arc of said curve 92.67 feet to point on the West line of the East half of the Northeast quarter of said Section 33; thence South along said West line 1,294.16 feet; thence East 195.31 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-003).

PARCEL 6:

Beginning at a point South 89° 56' West along the quarter section line 1,273.985 feet and North 0° 04' West 33.00 feet and North 0° 05' 58" West 525.48 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 47.09 feet; thence North 278.46 feet; thence East 48.12 feet; thence South 0° 12' 42" West 278.46 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-005).

PARCEL 7:

Beginning West 660 feet and North 0° 04' West 329.969 feet from Southeast corner of Southwest quarter of the Northeast quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; thence West 12.8 feet; thence North 0° 04' West 330.016 feet; thence North 89° 56' East 12.8 feet; thence South 0° 04' East 330.031 feet to beginning, more or less.

(For reference purposes only: Tax Parcel No. 15-33-251-009).

PARCEL 8:

Beginning at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 40 rods; thence West 40 rods; thence South 20 rods; thence West 11.69 feet, more or less, to the Northeast corner of the property shown in quit claim deed recorded May 16, 2001, as Entry No. 7897248, in Book 8457, at Page 5615; thence along the East line of said property South 0° 04' West 330.014 feet; thence East 672.175 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-251-010).

Less and excepting there from all of the above the following:

Commencing at the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian;  
thence North 89° 48' 37" West 1,322.05 feet along quarter section line to the point of beginning;  
thence  
continuing North 89° 48' 37" West 442.96 feet; thence North 00° 11' 23" East 25.00 feet; thence North 89° 48' 37" West 229.16 feet; thence North 00° 14' 55" East 15.00 feet; thence South 89° 48' 36" East 672.15 feet; thence South 00° 15' 23" West 40.00 feet to the point of beginning.

Parcel 10:

Beginning at a point on the West right-of-way and non-access line of State of Freeway Project I-215, said point being South 89° 56' West along the quarter section line 1,076.295 feet and North 0° 04' West 33.00 feet and North 3° 35' 13" West 526.29 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 165.68 feet; thence North 0° 12' 42" East 278.46 feet; thence East 147.19 feet to the West right-of-way line and non-access line of State Highway Project I-215; thence South 3° 35' 13" East along said right-of-way line, 279.00 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-006).

Parcel 11:

Beginning at a point on the North right-of-way line of 3800 South Street, said point being South 89° 56' West along the quarter Section line 1,273.985 feet and North 0° 04' West 40.00 feet from the East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89° 56' West along said North right-of-way 48.00 feet; thence North 518.54 feet; thence East 47.09 feet; thence South 0° 05' 58" East 518.48 feet to the point of beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-007).

Parcel 12:

Beginning South 89° 56' West 1,076.295 feet and North 0° 04' West 33 feet and North 3° 35' 13" West 7.01 feet from East quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 3° 35' 13" West 519.28 feet, West 165.68 feet; thence South 0° 05' 58" East 518.48 feet; thence North 89° 56' East 197.28 feet to beginning.

(For reference purposes only: Tax Parcel No. 15-33-276-008)

Parcel 13:

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the quarter Section line and North 30.00 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 630.31 feet; thence East 253.08 feet; thence South 0°04'00" East 630.01 feet along an existing fence to the North right-of-way line of 3800 South Street; thence South 89°56'00" West 253.81 feet along the North line of 3800 South Street to the point of beginning.

Also Described as:

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the Quarter Section Line and North 30.00 feet from the Center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 630.31 feet (measured North 0°00'44" East 630.36 feet to a point on the South Line of that property defined by a Special Warranty Deed found in Book 9555, Page 7461); thence East 253.08 feet (measured North 89°57'20" East 252.93 feet along said line to a point on the West property line as defined by said Special Warranty Deed); thence South 0°04'00" East 630.01 feet along an existing fence to the North right of way line of 3800 South Street (measured the following three calls as defined by said Special Warranty Deed, South 0°04'00" East 330.16 feet; thence East 1.11 feet; thence South 0°04'00" East 300.83 feet); thence South 89°56'00" West 253.81 feet (measured 254.10 feet) along the North line of 3800 South Street to the point of beginning.

(For reference purposes only: Tax Parcel No.'s 15-33-251-008 & 15-33-251-011)

LESS AND EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST VALLEY CITY, SALT LAKE COUNTY, STATE OF UTAH, SAID PARCEL BEING A PORTION OF THE VALLEY FAIR MALL PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 0°00'44" WEST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1819.89 FEET AND NORTH 89°57'20" EAST 69.04 FEET AND RUNNING THENCE NORTH 89°57'20" EAST, PARALLEL WITH THE SOUTH LINE OF THE COVENTRY III/SATTERFIELD HELM VALLEY FAIR, LLC PROPERTY, A DISTANCE OF 201.53 FEET; THENCE SOUTH 00°00'44" WEST 151.50 FEET; THENCE SOUTH 89°57'20" WEST, PARALLEL WITH SAID SOUTH LINE OF THE COVENTRY III/SATTERFIELD HELM VALLEY FAIR, LLC PROPERTY, A DISTANCE OF 201.50 FEET; THENCE NORTH, ALONG THE EAST LINE OF CONSTITUTION BOULEVARD (2700 WEST) AS REFERENCED IN THAT SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 10557625, IN BOOK 9657, AT PAGE 3059, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, A DISTANCE OF 151.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 30,530 SQ. FT., OR 0.700 ACRES AND 1 LOT.

THE AFORESAID DESCRIBED PROPERTY NOW KNOWN OF RECORD AS: ALL OF LOT 1, IN N OUT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED ON JUNE 15, 2009, AS ENTRY NO. 10729638, IN BOOK 2009P, AT PAGE 78, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TAX SERIAL NO. 15-33-251-012.