

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

Wells Fargo Bank, National Association
Commercial Real Estate (AU #01145)
5400 LBJ Freeway, Suite 1000
Dallas, TX 75240
Attn: Susan Lowe

Loan No. 10128225

11954380
12/1/2014 3:41:00 PM \$28.00
Book - 10278 Pg - 6239-6247
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

Space Above This Line for Recorder's Use Only

NCS-695076-SF

Subordination, Non-Disturbance and Attornment Agreement

(Chick-fil-A, Inc.)

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

THIS AGREEMENT is made and entered into this 25th day of November, 2014, by and among Wells Fargo Bank, National Association (the "Lender"), Chick-fil-A, Inc. (the "Tenant"), and TPP 217 Taylorsville, LLC (the "Landlord").

WITNESSETH:

A. Landlord has executed and delivered to Lender the following security instruments (hereinafter sometimes collectively referred to as the "Security Documents"):

- (i) Deed of Trust from Landlord to Lender dated November 24, 2014, recorded in Deed Book *, Page , in the records (the "Records") of Salt Lake County, Utah, and conveying the property located in Salt Lake County known as The Family Center at Taylorsville (the "Property"); and * recorded concurrently herewith
- (b) ~~Financing Statement naming Landlord as debtor and Lender as secured party, filed _____, as file no. _____, in the foregoing Records.~~ n/A See

B. Landlord and Tenant entered into a lease (the "Ground Lease") dated November 18, 2013, as amended by that First Amendment to Ground Lease dated January 31, 2014, as further amended by that Second Amendment to Ground Lease dated April 4, 2014, as further amended by that Third Amendment to Ground Lease dated August 19, 2014, with respect to the premises described on Exhibit "A" (the "Demised Premises").

C. The Demised Premises are a part of the Property conveyed to Lender pursuant to the Security Documents; and the parties desire to enter into this Agreement with respect to the Security Documents and the Ground Lease.

In consideration of the premises and the mutual covenants set forth in this Agreement, Lender, Tenant and Landlord covenant and agree, intending to be legally bound, as follows:

1. Subordination. The Ground Lease is now and will remain subject and subordinate to the Security Documents and to any renewals, modifications and replacements of the Security Documents, subject to the terms of this Agreement.

2. Non-Disturbance. Lender hereby covenants and agrees that so long as no default exists, and no event has occurred and has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease (each a "Successor Landlord") to terminate the Ground Lease: (i) Lender will not terminate the Ground Lease, (ii) Lender will not interfere with Tenant's use, possession or enjoyment of the Demised Premises, and (iii) in the event Lender or any other person or entity becomes the owner of the Demised Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Demised Premises will be subject to the Ground Lease, and Successor Landlord will recognize Tenant as the tenant of the Demised Premises for the remainder of the term, including all renewal terms, in accordance with the provisions of the Ground Lease. Lender agrees that it will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default of Landlord under the Security Documents.

3. Attornment. If the interests of the Landlord are transferred by any foreclosure or other proceeding for enforcement of the Security Documents, Tenant will be bound to the Successor Landlord with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease. Tenant will attorn to any such Successor Landlord as its Landlord under the Ground Lease. The attornment will be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease.

4. Notice of Default by Landlord. Tenant covenants and agrees to give Lender written notice simultaneously with the giving of any notice of default to the Landlord under the provisions of the Ground Lease. Tenant agrees that Lender will have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under the Ground Lease by reason of such default. The notices to Lender shall be delivered to:

Wells Fargo Bank, National Association
Commercial Real Estate (AU #001145)
5400 LBJ Freeway, Suite 1000
Dallas, Texas 75240
Attn: James Chuckray

Loan #: 1012825

or to such other address as the Lender designates to Tenant by giving written notice to Tenant at Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349, or to such other address as may be designated by written notice from Tenant to Lender. Notices will be given and will be effective in accordance with Section 35 of the Ground Lease.

5. Modification. Lender will not be bound by any amendments or modifications of the Ground Lease that decrease the term of the Ground Lease or decrease Tenant's monetary obligations under the Ground Lease without Lender's prior written consent.

6. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Ground Lease.

7. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement shall be deemed or construed to modify the Security Documents.

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

9. Provisions Binding. The terms and provisions of this Agreement will be binding upon and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

[signatures begin on following page]

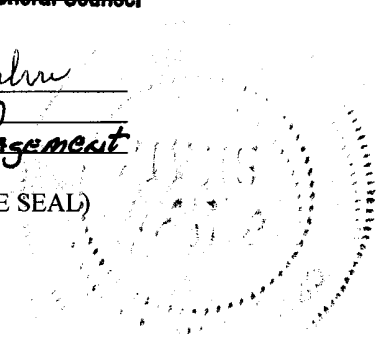
TENANT

CHICK-FIL-A, INC.

By: *S. Tammy Pearson*
Name: S. Tammy Pearson
Title: Vice President and Assistant General Counsel

By: *Donna W. Kirbow*
Name: DONNA Kirbow
Title: VP of Risk Management

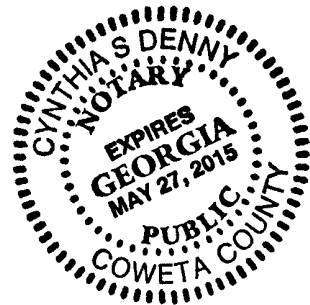
(CORPORATE SEAL)



STATE OF GEORGIA)
COUNTY OF FULTON) ss:

On this 30th day of October, 2014, before me, a Notary Public, in and for said county, personally came S. TAMMY PEARSON and DONNA KIRBOW, their respective capacity as Vice President of Chick-fil-A, Inc., a Georgia corporation, the corporation in and which executed this instrument as Tenant, and that such parties executed this instrument on behalf of such corporation.

Cynthia S. Denny
Notary Public



LANDLORD

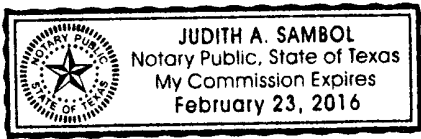
TPP 217 TAYLORSVILLE, LLC

By: [Signature]
Name: Jason Obenhaus
Title: Vice President

STATE OF) TEXAS
COUNTY OF) ss: DALLAS

TPP 217 TAYLORSVILLE, LLC

On this 3RD day of Nov, 2014, before me, a Notary Public, in and for said county, personally came JASON OBENHAUS the VICE PRESIDENT of TPP 217 TAYLORSVILLE, LLC, described in and which executed this instrument as Landlord, and that (s)he executed this instrument on behalf of such corporation.



[Signature]
Notary Public

Lender, Landlord and Tenant have executed this Agreement as of the day, month and year first written above.

LENDER

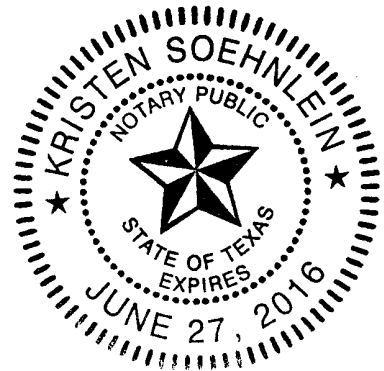
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: James M. Chuckray
Name: JAMES M. CHUCKRAY
Title: SENIOR VICE PRESIDENT

STATE OF Texas
COUNTY OF) ss: Dallas

On this 13th day of Nov, 2014, before me, a Notary Public, in and for said county, personally came James Chuckray and, as SVP of Wells Fargo, the corporation in and which executed this instrument as Lender, and that such parties executed this instrument on behalf of such corporation.

Kristen Soehnlein
Notary Public



Lender's Signature Page to Chick-fil-A, Inc.
Subordination, Non-Disturbance and Attornment Agreement

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A-1
MIDVALLEY SOUTH PHASE:

Beginning at a point on the west right of way line of Redwood Road, said point being North 00 degrees 02'55" West 247.50 feet along center of section line and South 89 degrees 56'25" West 53.00 feet from the center of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence North 00 degrees 02'55" West 995.739 feet along said west right of way line of Redwood Road; thence South 89 degrees 55'04" West 1123.00 feet along the south right of way line of 5600 South Street; thence South 00 degrees 02'55" East 474.57 feet along the east right of way line of 1900 West Street; thence South 89 degrees 56'25" West 45.00 feet; thence South 00 degrees 02'55" East 338.23 feet; thence South 89 degrees 56'25" West 477.25 feet, thence South 00 degrees 02'55" East 430.00 feet to the center of section line of said Section 15; thence South 89 degrees 56'25" West 40.82 feet along said centerline of section to the northerly right of way line of the I-215 freeway; thence South 67 degrees 15'40" East 138.90 feet along said I-215 right of way line; thence South 76 degrees 43'15" East 375.07 feet continuing along said I-215 right of way line; thence southeasterly 326.07 feet continuing along said I-215 right of way line and a 1045.92 foot radius curve to the left; thence North 84 degrees 06'21" East 873.31 feet continuing along said I-215 right of way line to said west right of way line of Redwood Road; thence North 00 degrees 02'55" West 316.62 feet to the point of beginning.

Contains: 1,824,303 sf or 41.88 ac, as described.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-176-010, 21-15-176-013, 21-15-176-014 (now part of 21-15-176-024), 21-15-176-016, 21-15-176-017, 21-15-176-020 (now part of 21-15-176-024), 21-15-176-021, 21-15-176-022, 21-15-176-023, 21-15-151-030, 21-15-151-031, 21-15-327-002 and 21-15-327-003

PARCEL A2
MIDVALLEY NORTH PHASE:

Beginning at a point on the South line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the west line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the west line of Redwood Road to the north line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the north line of 5600 South Street to the east line of 1900 West Street; thence along the east line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right (chord bears North 09 degrees 17'35" East 162.32 feet); thence northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

Contains 998,062 Square Feet, 22.9124 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-126-048, 21-15-126-049, 21-15-126-050, 21-15-126-056, 21-15-126-057, 21-15-126-058, 21-15-126-059

(now part of 21-15-126-071 and 21-15-126-072), 21-15-126-060, 21-15-126-061 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-062 and 21-15-126-063

PARCEL A3:

MIDVALLEY NORTH PHASE (WEST PART):

Beginning at a point on the south right of way line of 5400 South Street and west right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.832 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, and running thence along said west right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right (chord = South 9 degrees 18'43" West 161.997 feet), to a point of reverse curve; thence southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left (chord = South 9 degrees 17'38" West 183.744 feet); thence South 00 degrees 02'55" East 404.84 feet; thence South 89 degrees 56'22" West 82.94 feet; thence North 00 degrees 04'29" West 1351.11 feet, to and along the east line of Hew-Wood Estates No. 2 and No. 1 Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said south right of way line of 5400 South Street; thence North 89 degrees 53'41" East 64.10 feet, along said south right of way line; thence northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said south right of way line; thence South 45 degrees 13'56" East 18.43 feet, continuing along said south right of way line, more or less, to the point of beginning.

Contains: 155,890 sq. Ft. 3.5787 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-127-001, 21-15-127-002, 21-15-127-003 and 21-15-127-004

Parcel B:

Together with a non-exclusive easement as set forth in Reciprocal Declaration of Covenant, and the terms and conditions therein, by and between Harmon City, Inc., a Utah corporation and Hermes Associates, Ltd., a Utah limited partnership, recorded June 17, 1992, as Entry No. 5275382, in Book 6472, at Page 1013 of Official Records.

Parcel C:

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in:

Declaration of Restrictions and Grant of Easements, recorded June 30, 1981, as Entry No. 3580638, in Book 5265, at Page 1688;

By Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded September 25, 1981, as Entry No. 3608494, in Book 5296 at Page 434;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded December 30, 1985, as Entry No. 4182363, in Book 5722 at Page 924;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 15, 1986, as Entry No. 4189540, in Book 5727 at Page 2985;

Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 12, 1987, as Entry No. 4243664, in Book 5765 at Page 2527; and

Third Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 1, 1987, as Entry No. 4448700, in Book 5912 at Page 376; all of Official Records.

PARCEL D:

Together with those certain Non-Exclusive access easement(s) as provided in the following:

a) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba

Shops on Redwood, recorded August 18, 2004, as Entry No. 9149644, in Book 9027, at Page 1254, of Official Records.

b) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149645, in Book 9027, at Page 1268, of Official Records.

c) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346731, in Book 9117, at Page 945, of Official Records.

d) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346732, in Book 9117, at Page 963, of Official Records.

PARCEL E:

Together with those certain Non-Exclusive easements for ingress, egress and parking upon the parking and common areas as provided in the following: a) Declaration of Restrictions and Grant of Easements, recorded February 14, 1985 as Entry No. 4050701 in Book 5629 at Page 2212, of Official Records.

b) Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded July 22, 1986, as Entry No. 4282574, in Book 5793 at Page 1801, of Official Records.

c) Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 17, 1992, as Entry No. 5184473, in Book 6399 at Page 677, of Official Records.

PARCEL F:

Together with that certain Non-Exclusive driveway easement as provided in the following:

Easement Agreement dated September 17, 1981 and recorded December 30, 1981 in Entry No. 3635435, in Book 5327, Page 83 of the Official Records.