

13-26

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

Wells Fargo Bank, National Association
Commercial Real Estate (AU #001145)
1445 Ross Avenue, 48th Floor
Dallas, Texas 75202

Attn: Susan Lowe
Loan No. 1012825

12510225
04/06/2017 02:19 PM \$60.00
Book - 10545 Pg - 2637-2649
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WELLS FARGO
1445 ROSS AVE 48TH FL
DALLAS, TX 75202
BY: MSP, DEPUTY - WI 13 P.

Property tax ID: 21-15-176-010-0000

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT
ATTORNMENT AND NON-DISTURBANCE AGREEMENT
(Lease To Security Instrument)**

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made as of March 22, 2017, by and between TPP 217 TAYLORSVILLE, LLC, a Delaware limited liability company ("Owner"), THE TJX COMPANIES, INC., a Delaware corporation ("Lessee") and WELLS FARGO BANK, NATIONAL ASSOCIATION (collectively with its successors or assigns, "Lender").

RECITALS

- A. Pursuant to the terms and provisions of that certain lease, dated March 16, 2017 ("Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit "A" attached hereto and incorporated herein by this reference (which property, together with all the improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner has executed that certain Deed of Trust ("Security Instrument") securing, among other things, certain promissory notes (collectively, the "Note") in the aggregate principal sum of Sixty-Eight Million Nine Hundred Fifty Thousand and No/100 Dollars (\$68,950,000.00), in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan"). The Security Instrument is recorded in Book 10278 at Page 6189 in the real property records of Salt Lake County, Utah.
- C. As a condition to making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to the Lease and that the Lessee specifically and unconditionally subordinates the Lease to the lien of the Security Instrument.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

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

1. **SUBORDINATION.** Owner and Lessee hereby agree that:

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

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

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
 - 1.5 **Subordination.** Subject to the terms of this Agreement, Lessee intentionally and unconditionally subordinates the Lease to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
3. **INTENTIONALLY OMITTED.**
4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as the Security Instrument encumbers the Property:
- 4.1 **Modification, Termination and Cancellation.**
 - (a) Lender shall not be bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, decreasing the term of the Lease, creating termination rights that do not exist under the Lease as of

the date hereof, materially increasing Lessor's obligations or materially decreasing Lessee's obligations under the Lease, adding or materially modifying any cotenancy clause or exclusive uses granted to Lessee under the Lease, or providing for payment of minimum rent more than one (1) month in advance made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; and

- (b) Lessee shall not enter into any agreement with Lessor to voluntarily terminate the Lease unless such right of termination is expressly set forth in the Lease as of the date hereof.

4.2 Notice of Default. So long as the Security Instrument is in force and effect, Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation unless and until Lender comes into possession of or acquires title to all or any part of the Property subject to Section 5 hereof) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence and cures such default within ninety (90) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor;

4.3 No Advance Rents. Except as expressly permitted pursuant to the terms of the Lease, Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and

4.4 Assignment of Rents. Lessor hereby advises Lessee that the Security Instrument provides for the direct payment to Lender of all rents and other monies due and to become due to Lessor under the Lease upon the occurrence of certain conditions as set forth in the Security Instrument without Lender's taking possession of the Property or otherwise assuming Lessor's position or any of Lessor's obligations under the Lease. After written notice is given to Lessee by Lender that Lessor has defaulted under the Security Instrument and that the rentals under the Lease should be paid to Lender, Lessee shall pay to Lender, or in accordance with the direction of Lender, all rentals and other monies due and to become due to the Lessor under the Lease, and Lessor hereby expressly authorizes Lessee to make such payments as directed by Lender and hereby releases and discharges Lessee of, and from any liability to Lessor on account of any such payments. Lessee shall have no responsibility to ascertain whether such demand by Lender is permitted under the Security Instrument. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Lessor, its successor and/or assigns hereby agree to indemnify and hold harmless Lessee against any expenses, claims, losses, or damages incurred by Lessee resulting from or arising out of claims by Lessor, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. ATTORNMEN. In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Security Instrument, or as a result of any other means, Lender agrees to recognize Lessee's possession of the Property

and Lessee agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease. Upon any attornment under this Paragraph 5, the Lease shall continue in full force and effect as a direct lease between Lessee and Lender and Lender will assume and perform all of Lessor's obligations under the Lease and in such event Lessee agrees for the benefit of Lender (including, without limitation, for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of remedies (including, without limitation, foreclosure) under the Security Instrument) as follows:

- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease.
 - 5.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee.
 - 5.3 **No Offset.** Lender shall not be liable (i) for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease, except by reason of any act or omission continuing after Lender obtaining control of the Property including through appointment of a receiver, foreclosure or deed in lieu thereof, of which Lender had notice prior to foreclosure or deed in lieu thereof, and failed to cure within a reasonable period of Lender obtaining possession of the Property, and which relates to the repair or maintenance of the Property (including within the premises leased to Lessee pursuant to the Lease or the common areas on the Property), Lessee's operations on and use of the Property or Landlord's Construction Work (as defined in the Lease as of the date hereof); nor (ii) for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender and except with respect to any annual CAM reconciliation made under the Lease.
 - 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender and the assumption of Lessor's interest under the Lease by such transferee in writing Lender shall have no further liability for obligations of Lessor arising under the Lease from and after the date of such transfer.
 - 5.5 **Limitation on Lender's Liability.** Tenant agrees to look solely to Lender's then interest in the Property, any proceeds of any judgment, sale, insurance or eminent domain award and any rents, profits or income derived therefrom at the time owned, or in which the Lessor holds as interest as lessee, for the recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, ever be personally liable for any such obligation, liability or judgment. Nothing in this Section 5.5 shall be construed as a bar to any injunctive or other equitable remedy available to Lessee.
6. **NON-DISTURBANCE.** In the event of a foreclosure, deed in lieu of foreclosure or other exercise of rights under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease that would permit the then lessor or landlord under the Lease (including, but not limited to, Lessor) to terminate the Lease pursuant

to the terms of the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement (including, without limitation, any termination rights available to the lessor under the Lease as the result of any default by Lessee thereunder); provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender nor its successors or assigns: any option to purchase with respect to the Property; any right of first refusal with respect to the Property, it being understood that any and all rights that Lessee may have to extend the term of the Lease shall be binding upon Lender.

7. MISCELLANEOUS.

- 7.1 Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and
- 7.2 Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

“OWNER”

TPP 217 Taylorsville, LLC
c/o TriGate Capital, LLC
750 N. St. Paul St., Suite 900
Dallas, TX 75201

Attention: Jason Obenhaus

“LENDER”

Wells Fargo Bank, National Association
Commercial Real Estate (AU #001145)
1445 Ross Avenue, 48th Floor
Dallas, Texas 75202
Attention: Kevin Haley

Loan #: 1012825

With a copy to:

Wells Fargo Bank, National Association
Minneapolis Loan Center
608 Second Avenue South, 11th Floor
Minneapolis, MC 55402-1916
Loan #: 1012825

“LESSEE”

The TJX Companies, Inc.
770 Cochituate Road
Framingham, Massachusetts 01701

Attention: Vice President-Real Estate

With a copy to:

The TJX Companies, Inc.
770 Cochituate Road
Framingham, Massachusetts 01701

Attention: Legal Department, Vice President, Legal – Real Estate

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; and

- 7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

INCORPORATION. Exhibit “A” is attached hereto and incorporated herein by this reference.

[SIGNATURE PAGES FOLLOW]


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

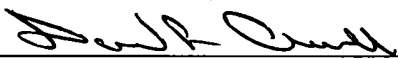
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

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

LESSEE:

THE TJX COMPANIES, INC.,
a Delaware corporation

By: 
Name: Alicia Kelly
Title: Executive Vice President,
General Counsel and Secretary

By: 
Name: David Averill
Title: Senior Vice President,
Tax Director

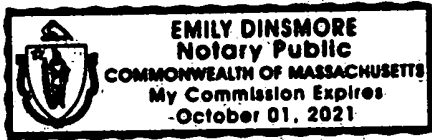
Remainder of page intentionally blank. Notary blocks follow.

COMMONWEALTH OF MASSACHUSETTS)

) SS.

COUNTY OF MIDDLESEX)

On this 24th day of March, 2017, before me, the undersigned notary public, personally appeared Alicia Kelly as Executive Vice President, General Counsel and Secretary and David Averill as Senior Vice President, Tax Director, respectively, of The TJX Companies, Inc., proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily for its stated purpose.



Emily Dinsmore
Notary Public

OWNER:

**TPP 217 TAYLORSVILLE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

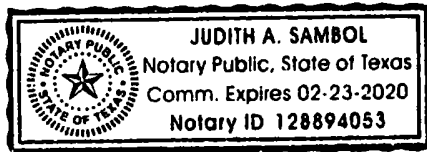
By: *John Mearns*
Name: John Mearns
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, JUDITH A. SAMBOL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN MEARNES, personally known to me to be the VICE PRESIDENT of TPP 217 Taylorsville, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument in the capacity stated above, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of MARCH, 2017.

Judith A Sambol
Notary Public - State of Texas



LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
a national banking association

By: Kevin Haley
Name: KEVIN HALEY
Title: VP

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, JUDITH A. SAMBOL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KEVIN HALEY, personally known to me to be the VICE PRESIDENT of Wells Fargo Bank, National Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as the VICE PRESIDENT of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of MARCH, 2017.

Judith A Sambol
Notary Public - State of Texas

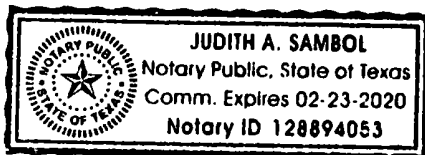


EXHIBIT A

To Subordination Agreement; Acknowledgment of Lease Assignment,
Attornment and Non-Disturbance Agreement

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

**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.