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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT is made and entered into as of this 14th day of August, 2000, by and between Column Financial, Inc., a Delaware corporation, as mortgagee (or beneficiary) under a mortgage or deed of trust (hereinafter called "Mortgagee") and Old Navy Inc., a Delaware corporation (hereinafter called "Tenant").

W I T N E S S E T H

7764553

WHEREAS, Mortgagee is the holder of a certain note (the "Note") and the mortgagee under a mortgage (or beneficiary under a deed of trust) (hereinafter referred to as the "Mortgage") in which The Commons at Sugar House, LLC is named as the mortgagor. Said Mortgage covers certain real property together with all appurtenances thereto and improvements thereon (the "Property") all as more particularly described in Exhibit "A" attached hereto and made a part hereof and which property is commonly known as The Commons at Sugarhouse, in the City of Salt Lake, County of Salt Lake, State of Utah; and

WHEREAS, The Commons at Sugar House, LLC is the owner in fee simple of the Premises and is the current mortgage and obligor under the Note; and

WHEREAS, by lease dated November 4, 1998, as amended by that certain Non-Disturbance and Attornment Agreement dated March 22, 1999 and Amendment to Lease Agreement dated July 31, 1999 (the "Lease"), The Commons at Sugar House, LLC as landlord (the "Landlord") leased to Tenant that certain premises, (the "Premises") commonly known as Retail 6 at The Commons at Sugarhouse in the City of Salt Lake, County of Salt Lake, State of Utah which constitutes or forms a portion of the property covered by the Mortgage, all as more particularly described in said Lease; and

WHEREAS, the Lease is or may become (subject to this Agreement) subordinate in priority to the Mortgage; and

WHEREAS, Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not, subject to the terms and conditions of this Agreement, be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder; and

WHEREAS, Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Ratification.** Tenant hereby ratifies the Lease and confirms that the Lease now is or shall become upon the mutual execution of this Agreement subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not

ON #5332/Commons at Sugarhouse
Salt Lake City, UT

7764553
11/21/2000 10:28 AM 26.00
Book - 8402 Pg - 6534-6541
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GAP
900 CHERRY AVENUE
SAN BRUNO CA 94066
BY: SLH, DEPUTY - MA 8 P.

BK8402PG6534

been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. Landlord's Default. Tenant agrees with Mortgagee that, from and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission of the Landlord until Tenant shall have given written notice of such act or omission to the holder of the Mortgage (at such holder's last address furnished to Tenant) and until a period of thirty days shall have elapsed such holder of the Mortgage shall have the right, but not the obligation, to remedy such act or omission, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require the holder of the Mortgage to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then such holder of the Mortgage shall have such further time as is reasonable under the circumstances to effect such remedy provided that such holder shall notify Tenant within ten (10) days after receipt of Tenant's notice of such holder's intention to effect such remedy and provided further that such holder institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion.

3. Non-Disturbance and Attornment. So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee agrees with Tenant that Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage.

In the event that Mortgagee or its successors or assigns, as defined in Paragraph 7 hereof, (herein called "Successor Landlord") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "Foreclosure"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was the Landlord under the Lease, and Tenant hereby agrees to attorn to Successor Landlord as its landlord, such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the succession by Successor Landlord to the interest of Landlord in the Premises; and further, in such event, Successor Landlord shall be bound to the Tenant under all of the provisions of the Lease, and Tenant shall, from and after such event, have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that the Tenant might have had under the Lease against Landlord thereunder provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of such act or omission to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission);

(b) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the Mortgage at the time of a Foreclosure; or

(e) bound by any amendment or modification of the Lease made without the consent of the party who was the holder of the Mortgage at the time of such amendment or modification, unless such amendment or modification was subsequently affirmed by an intervening holder.

Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice from Successor Landlord stating that Successor Landlord is entitled to receive the rents under the Lease directly from Tenant and Successor Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from all liability, costs, and expenses, including reasonable attorney's fees, arising out of any claims made by Landlord with respect to any rents paid by Tenant to Successor Landlord at the direction of Successor Landlord

4. Notices of Default/Tenant's Right to Cure. Mortgagee hereby agrees to give to Tenant a copy of each notice of a failure on the part of the mortgagor or obligor under the Mortgage to perform or observe any of the covenants, conditions or agreements of such Mortgage at the same time as whenever any such notice shall be given to the said mortgagor or obligor, such copy to be sent by registered or certified mail, return receipt requested, addressed as provided in Paragraph 6 herein. Further, Mortgagee shall accept the cure by Tenant of any default, which cure shall be made within ten (10) days in the case of monetary defaults of the Landlord and within thirty (30) days in the case of non-monetary defaults following Tenant's receipt of such notice provided however that (i) if the failure of performance does not involve the payment of money from Landlord to Tenant, and (ii) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, then Tenant shall have such further time as is reasonable under the circumstances to effect such remedy provided that Tenant shall notify Mortgagee, within ten (10) days after receipt of Mortgagee's notice, of Tenant's intention to effect such remedy and provided further that Tenant institutes steps to effect such remedy within said thirty (30) day period and thereafter prosecutes said remedy with due diligence and continuity to completion. Mortgagee agrees that it will accept such performance by Tenant of any covenant, condition or agreement to be performed by mortgagor or obligor under the Mortgage or Note with the same force and effect as though performed by such mortgagor or obligor. The provisions of this Paragraph 4 are intended to confer

additional rights upon Tenant and shall not be construed as obligating Tenant to cure any default of any such mortgagor or obligor.

5. Agreement to Release Proceeds or Awards

(a) Destruction. In the event of a casualty at the Premises and:

- (i) in the further event the Lease is not terminated by reason thereof, Mortgagee agrees to release its interest in any insurance proceeds applicable to Basic Improvements (as defined in the Lease) and payable under either Landlord's or Tenant's insurance policies for the purpose of restoration, consistent with the parties' rights and obligations under the Lease;
- (ii) whether or not the Lease is terminated by reason thereof, Mortgagee shall release its interest in any insurance proceeds applicable to Additional Tenant Improvements (as defined in the Lease) and payable under either Landlord's or Tenant's insurance policies, consistent with Tenant's rights under the Lease;
- (iii) whether or not the Lease is terminated by reason thereof, Mortgagee acknowledges that it has no interest in any other property of Tenant located on the Premises and if any insurance proceeds are payable with respect to such other property under either Landlord's or Tenant's policies, Mortgagee hereby waives and releases any interest it may have to the same.

(b) Eminent Domain. In the event of a Taking (as defined in the Lease) and:

- (i) in the further event the Lease is not terminated by reason thereof, and provided both Landlord and Tenant have notified Mortgagee that they shall undertake to restore the Premises as provided in the Lease, Mortgagee agrees to release its interest in so much of the award applicable to Basic Improvements and Additional Tenant Improvements (as these terms are defined in the Lease) as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease;
- (ii) whether or not the Lease is terminated by reason thereof, Mortgagee releases its interest in that portion of the award to which Tenant is entitled pursuant to the Lease.

6. Notices. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by certified or registered mail return receipt requested, addressed as follows:

To Mortgagee: Column Financial, Inc.
3414 Peachtree Road, N.E.
Suite 1140
Atlanta, GA 30326-1113

To Tenant: Old Navy Inc.
900 Cherry Avenue
San Bruno, CA 94066
Attention: Real Estate Law Department

or to such other address as Mortgagee or Tenant may designate in writing. All such notices shall be deemed delivered when actually received or refused by the other party.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns it being understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure, purchase at a foreclosure sale or otherwise.

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

WITNESS OR ATTEST:

By: _____

MORTGAGEE
COLUMN FINANCIAL, INC.
a Delaware corporation

By: Paul Angle

Its: Senior Vice President

WITNESS OR ATTEST:

By: Megaspis

TENANT
OLD NAVY INC.,
a Delaware corporation

By: Carol Hee

Carol Hee
Senior Attorney

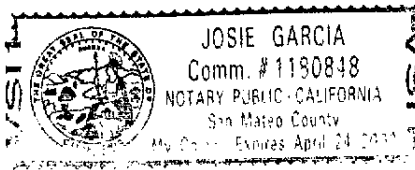
Its: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On August 15, 2000, before me, Josie Garcia, Notary Public, personally appeared Carol Hee, personally known to me to 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 (SEAL)
Notary Public Signature



~~STATE OF _____)
) ss:
COUNTY OF _____)~~

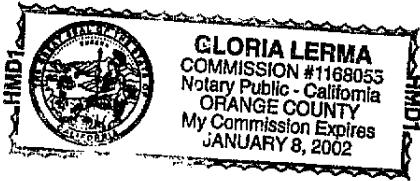
~~On _____, 1999, before me, _____, Notary Public, personally appeared _____, personally known to me to or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.~~

~~WITNESS my hand and official seal.~~


~~_____
Notary Public Signature (SEAL)~~

STATE OF CALIFORNIA
COUNTY OF ORANGE

On September 7, 2000, before me, the undersigned Notary Public, personally appeared Paul Angle, Senior Vice President of Column Financial, Inc., a Delaware corporation personally known to me — OR — 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 which the person(s) acted, executed the instrument.



Witness my hand and official seal.



Signature of Notary Public

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EXHIBIT A

GREAT BASIN ENGINEERING - SOUTH

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116
(801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551



September 8, 1998

Commons at Sugarhouse Boundary Description

#97-34

A part of Lot 9 of Block 46, 10-acre Plat "A" of the Big Field Survey; All of Block 9 and Part of Block 8 of Union Heights Subdivision along with portions of vacated streets and alley ways adjacent thereto within the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake City, Salt Lake County, Utah described as follows:

Beginning at a point on the East right-of-way line of Highland Drive and the South right-of-way line of 2100 South Street, being 18.00 feet North 89°51'27" East along the North Line of said Block 46, 10-acre Plat "A", Big Field Survey and 12.00 feet South 0°01'13" East from the Northwest corner of Lot 9, Block 46, Ten Acre Plat "A", Big Field Survey; and running thence North 89°51'27" East 480.30 feet along the South line of said 2100 South Street; thence South 45°08'33" East 8.49 feet; thence North 89°51'27" East 46.00 feet; thence North 44°51'27" East 8.49 feet to the South Line of 2100 South Street; thence North 89°51'27" East 181.90 feet along the South Line of said 2100 South Street; thence South 0°01'04" East 105.19 feet; thence North 89°58'56" East 4.00 feet; thence South 0°01'04" East 152.31 feet; thence South 89°51'27" West 3.94 feet to a point 21.50 feet West of the East line of said Lot 9; thence South 0°01'04" East 15.10 feet; thence South 89°51'27" West 57.63 feet; thence South 0°01'04" East 9.78 feet; thence West 133.02 feet; thence South 44°31'00" West 47.29 feet; thence South 3°55'19" West 11.61 feet; thence South 33°11'50" East 72.31 feet; thence East 118.04 feet; thence South 173.71 feet to the Southeast corner of Lot 6, Block 8, Union Heights Subdivision; thence North 88°06'19" East 38.03 feet along the North line of Lots 14 & 15, said Block 8 to the Northeast corner of said Lot 15, Block 8, Union Heights Subdivision; thence South 0°20'37" West along the East line of said Lot 15, 139.80 feet to a point on the North line of Wilmington Avenue; thence North 89°42'55" West along the North line of said Wilmington Avenue 225.00 feet to the Southwest corner of Lot 7, said Block 8; thence North 89°43'10" West along said North line 66.00 feet to the Southeast corner of Lot 23, Block 9, of said Union Heights Subdivision; thence North 89°43'38" West along said North line of Wilmington Avenue 266.91 feet to a point on the East right-of-way line of Highland Drive; thence Northerly along said Easterly right-of-way line the following six (6) courses: North 20°04'56" West 68.56 feet; North 89°43'38" West 4.40 feet; North 19°53'55" West 252.37 feet; South 89°53'11" East 3.53 feet; North 20°04'56" West 25.13 feet; and North 7°33'32" West 65.43 feet; thence South 89°53'11" East 206.48 feet to a point on the arc of a 97.40 foot radius curve to the right; thence Northwesterly along the arc of said curve (center bears North 36°04'25" East) through a central angle of 11°35'13" a distance of 19.70 feet to a point of tangency (long chord bears North 48°07'59" West 19.67 feet); thence North 42°20'22" West 162.95 feet; thence South 89°50'52" West 83.53 feet; thence North 0°01'13" West 68.00 feet; thence South 89°58'47" West 3.60 feet to a point on the East right-of-way line of Highland Drive; thence North 0°01'13" West along said East right-of-way line 104.99 feet to the point of beginning.

16-20-207-012

Contains 421,488 sq. ft.
Or 9.676 acres