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Book - 10884 Pg - 3874-3890
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SNELL & WILMER
BY: eCASH, DEPUTY - EF 17 P.

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
5130 Hacienda Drive
Dublin, CA 94568-7579
Attn.: Kevin Angstenberger, Esq.
Real Estate Law Department

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN: 27-31-351-008-0000; 27-31-351-003-0000; 27-31-351-005-0000; 27-31-351-007-0000; 27-31-377-001-0000

LOAN NO.: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

LOCATION: RIVERTON, UTAH

This Subordination, Non-Disturbance and Attornment Agreement (the "**Agreement**") is dated as of the 8 day of October, 2019, between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent (the "**Agent**") for the lenders now or hereafter party to the loan agreement referred to below (collectively with Agent, "**Lender**"), and **ROSS DRESS FOR LESS, INC.**, a Virginia corporation (the "**Tenant**").

RECITALS

A. Tenant is the tenant under a certain lease (the "**Lease**") dated October 8, 2019, **RIVERTON CENTERCAL, LLC**, a Delaware limited liability company (the "**Landlord**") or its predecessor in interest, of premises described in the Lease (the "**Premises**") located in that certain shopping center known as Mountain View Village, located in Riverton, Utah and more particularly described in Exhibit A attached hereto and made a part hereof (such shopping center, including the Premises, is hereinafter referred to as the "**Property**").

B. This Agreement is being entered into in connection with a mortgage loan (the "**Loan**") previously made by Lender to Landlord pursuant to a Construction Loan Agreement between Lender and Landlord, secured by, among other things a first mortgage, deed of trust or deed to secure debt on and of the Property (the "**Mortgage**") previously recorded with the registry or clerk of the county in which the Property is located (the "**Registry**"), as Document No. 12694491 recorded with the Registry. The Mortgage and all other Loan documents are hereinafter collectively referred to as the "**Security Documents**".

Store No. 2279, "Riverton"
Mountain View Village
Riverton, UT
KA.0007

Page 1 of 10

FINAL

Ent 13169153 BK 10884 PG 3874

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof. Nothing contained in this Agreement shall limit, affect, alter or impair (or be deemed to limit, affect, alter or impair) any of Landlord's obligations, duties, agreements, covenants or liabilities under the Security Documents or any of Lender's rights or remedies under the Security Documents. In addition, nothing contained in this Agreement shall in any way impair or affect the lien created by the Security Documents.

2. Lender agrees that, if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord) subject to the last paragraph of this Section 4; or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), except as specifically set forth in the last paragraph of this Section 4; or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), except to the extent such rent or additional rent is actually received by Lender or prepaid in accordance with the provisions of the Lease; or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest; or

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender; or

(f) bound by any surrender, amendment or modification of the Lease made after the date of this Agreement made without the consent of Agent; or

(g) obligated or required to perform or complete (or to pay for) any upfit work or construction required under the Lease (including, without limitation, Landlord's Construction Obligations (as defined in the Lease)), and in no event shall Lender be liable for (or obligated to honor) any damages (including liquidated damages) or free rent credits or other credits as a result of (or in connection with) any delay in the completion of any upfit work or construction required under the Lease (including, without limitation, Landlord's Construction Obligations); provided, however, that the foregoing shall not limit Tenant's right to terminate the Lease for failure by Landlord to perform Landlord's Construction Obligations (as defined in the Lease). Notwithstanding the foregoing, this sub-section (g) shall not apply to any successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns; or

(h) bound by any obligation, accountable or liable for, or required to pay, any allowance, contribution, reimbursement or payment required to be paid to Tenant or otherwise due to Tenant, and in no event shall Tenant have the right to offset or deduct any such allowance, contribution, reimbursement or payment against or from any rent or additional rent due under the Lease or otherwise receive a credit against any rent or additional rent due under the Lease for any such allowance, contribution, reimbursement or payment, nor shall rent or additional rent abate to pay all or any portion of any such allowance, contribution, reimbursement or payment. Notwithstanding the foregoing, this sub-section (h) shall not apply to any successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns.

Nothing contained in Sections 4(a) or (b) above shall relieve Lender from Lender's obligation to cure any repair or maintenance default under the Lease with respect to the Premises by any prior landlord under the Lease (including Landlord) which is continuing when Lender succeeds to Landlord's interest under the Lease and acquires title to the Premises, nor eliminate any defense or then existing offset rights specifically set forth in the Lease and accrued by Tenant in connection with Tenant exercising Tenant's self-help rights under the terms of the Lease to cure a Landlord repair or maintenance default with respect to the Premises; provided that (and on the condition that) (i) Agent receives written notice of such default in accordance with Section 6 below, (ii) Lender had (and is given) a reasonable opportunity to cure such default, not to exceed such time allowed for Landlord to cure, as set forth in Section 6 herein below, and (iii) Lender's obligation to cure such default shall be limited solely to performing the repair and maintenance obligations as required pursuant to the terms of the Lease (and in no event shall Lender have any other liability or obligation with respect to such default, except to the extent of Lender's negligence or willful misconduct, or be liable for any damages in connection therewith). Notwithstanding the foregoing, however, but without limiting Tenant's termination rights under the Lease and/or pursuant to applicable law, in no event shall Lender be subject to any liquidated damages. To the extent any offset rights specifically set forth in the Lease accrue by Tenant in connection with Tenant exercising its self-help rights under the terms of the Lease, to cure a Landlord repair or maintenance default with respect to the Premises, Tenant shall be permitted to deduct from its payment to Lender the monthly rental amount due under the Lease (the

“Monthly Rental Amount”) in an amount equal to fifty percent (50%) of the Monthly Rental Amount and, thereafter, until Tenant has offset the aforementioned offset amount from the rent due under the Lease.

5. Tenant agrees that, notwithstanding any provisions hereof to the contrary, the terms of the Security Documents and other Loan documents shall continue to govern with respect to the disposition and use of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards. This Section 5: (i) shall not limit Landlord’s obligation to restore the Premises upon a casualty or condemnation to the extent Landlord is required to do so under the Lease (provided, however, this Section 5 shall in no way limit or impair Lender’s right to control, use and dispose of the insurance proceeds and eminent domain awards pursuant to the terms of the Security Documents and other Loan documents (which in all cases shall govern and control) and shall in no way impose any obligation on Lender to repair or restore any portion of the Property (including the Premises) damaged upon a casualty or condemnation in the event Lender succeeds to Landlord’s interest under the Lease); (ii) shall not limit any of Tenant’s termination rights expressly set forth in the Lease in the event Landlord fails to restore the Premises to the extent required by the Lease upon a casualty or condemnation within the time period(s) required in the Lease; and (iii) shall not give Lender any right in any insurance proceeds or condemnation awards solely attributable to any inventory, equipment, trade fixtures or other personal property owned by Tenant. As between Landlord and Lender, the foregoing shall not limit, affect, alter or impair (or be deemed to limit, affect, alter or impair): (1) any of Landlord’s obligations, duties, agreements, covenants or liabilities under the Security Documents or other Loan documents (including, without limitation, any of Landlord’s obligations, duties, agreements, covenants or liabilities relating to insurance), or (2) any of Lender’s rights or remedies under the Security Documents or other Loan documents.

6. So long as the Mortgage remains in force and effect, Tenant hereby agrees to give to Agent copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Agent. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender an additional sixty (60) days to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. As long as Lender, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Agent, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence, Lender shall have an additional ninety (90) days to cure the default. Lender shall have the right, without Tenant’s consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

7. Tenant hereby consents to the assignment of leases and rents from Landlord to Lender in connection with the Loan (as set forth in the Mortgage). Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in

said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Agent of a default by Landlord under the Loan, Tenant will thereafter, if requested by Agent, pay rent to Lender in accordance with the terms of the Lease.

8. The Lease shall not be assigned by Tenant, modified or amended (except for an assignment that is permitted in accordance with the express terms of the Lease, or an amendment as is contemplated under the Lease, as set forth in Section 4(f) hereinabove) without Agent's prior written consent in each instance (which consent shall not be unreasonably withheld, conditioned or delayed).

9. Nothing contained in this Agreement shall limit Tenant's right to terminate the Lease in accordance with the express terms of the Lease; provided however, Tenant agrees, in the event Lender takes possession of Landlord's interest in the Lease and acquires title to the Premises, Lender shall not be obligated or required to pay Tenant for the Unamortized Cost (as defined in the Lease) in connection with Tenant's termination rights as provided in Section 15.6(a) and Tenant's termination rights provided in Section 20.1.2(b)(ii) of the Lease. Notwithstanding anything to the contrary contained in Section 10 below, the provisions of this Section 9 shall only apply to the named Lender and not to any future purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns.

10. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant: Ross Dress For Less, Inc.
5130 Hacienda Drive
Dublin, CA 94568-7579
Attn.: Real Estate Legal Notice Department

If to Landlord: Riverton CenterCal, LLC
1600 East Franklin Avenue
El Segundo, CA 90245
Attention: Jean Paul Wardy

If to Agent or:
Lender U.S. Bank National Association
Commercial Real Estate
111 SW Fifth Avenue, 6th Floor
Portland, OR 97204
Attention: David S. Fisher

with a copy to: Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attention: Brian D. Cunningham, Esq.

The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Agent's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

13. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant. This Agreement

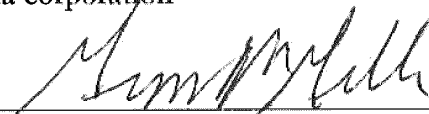
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contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may be executed in several counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

AGENT:
U.S. BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Gregg McGillis
Its: Executive Vice President, Property Development

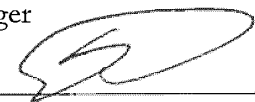
By: _____
Name: David S. Fisher
Title: Senior Vice President

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:
RIVERTON CENTERCAL, LLC,
a Delaware limited liability company

By: CenterCal, LLC
a Delaware limited liability company
its Managing Member

By: CenterCal Associates, LLC
a Delaware limited liability company
its Manager

By: 
~~Jean Paul Ward~~ *Jean Paul Ward*
Its: ~~President~~ *SUP & General Counsel*

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

AGENT:
U.S. BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Gregg McGillis
Its: Executive Vice President, Property Development

By: _____
Name: David S. Fisher
Title: Senior Vice President

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:
RIVERTON CENTERCAL, LLC,
a Delaware limited liability company

By: CenterCal, LLC
a Delaware limited liability company
its Managing Member

By: CenterCal Associates, LLC
a Delaware limited liability company
its Manager

By: _____
Jean Paul Wardy
Its: President

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

AGENT:
U.S. BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Gregg McGillis
Its: Executive Vice President, Property Development

By: David Fisher
Name: David S. Fisher
Title: Senior Vice President

The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:
RIVERTON CENTERCAL, LLC,
a Delaware limited liability company

By: CenterCal, LLC
a Delaware limited liability company
its Managing Member

By: CenterCal Associates, LLC
a Delaware limited liability company
its Manager

By: _____
Jean Paul Wardy
Its: President

TENANT ACKNOWLEDGMENT

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.

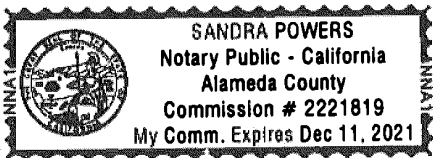
State of California)
)
County of Alameda)

On October 8, 2019 before me, Sandra Powers,
a Notary Public, personally appeared Gregg McGillis, who 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.

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.

Sandra Powers
Notary Public



LANDLORD ACKNOWLEDGMENT

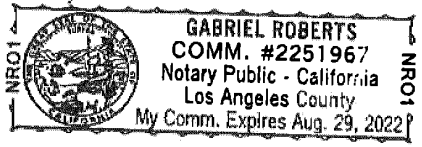
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On October 14, 2019 before me, Gabriel Roberts,
a Notary Public, personally appeared Sean Dennis, who 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.

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.



Gabriel Roberts

LANDLORD ACKNOWLEDGMENT

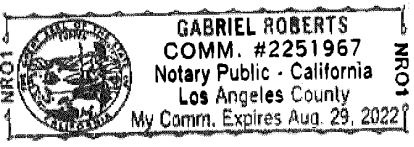
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On December 15, 2019 before me, Gabriel Roberts,
a Notary Public, personally appeared Jean Paul [unclear] who 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.

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.



[Handwritten Signature]

AGENT ACKNOWLEDGMENT

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 Los Angeles)

On January 8, 2020 before me, Michelle Chu-Hyun Noh,
a Notary Public, personally appeared David S. Fisher, a Senior Vice President of U.S. Bank National Association, a national banking association, who 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.

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.

Michelle Chu-Hyun Noh

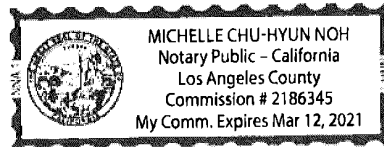


EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

The Land is described as follows: Real property in the County of Salt Lake, State of UT, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 553.12 FEET, (3) NORTH 12°02'08" EAST 266.84 FEET, (4) NORTH 05°07'17" WEST 269.61 FEET, (5) NORTH 03°33'19" WEST 6.27 FEET; THENCE SOUTH 89°25'15" EAST 1348.84 FEET; THENCE SOUTH 00°34'50" WEST 889.12 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 11.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°31'15", (CHORD BEARS SOUTH 02°40'47" EAST 11.37 FEET); THENCE SOUTH 05°56'24" EAST 59.05 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 11.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°31'15", (CHORD BEARS SOUTH 02°40'47" EAST 11.37 FEET); THENCE SOUTH 00°34'50" WEST 167.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN A QUIT CLAIM DEED RECORDED MARCH 19, 2012 IN BOOK 10000 AT PAGE 4080 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 89°48'13" WEST 92.78 FEET (2) SOUTH 00°11'47" EAST 39.61 FEET, (3) SOUTH 45°07'09" WEST 56.85 FEET, (4) NORTH 89°33'54" WEST 348.39 FEET TO A POINT ON A 5861.83 FOOT RADIUS CURVE TO THE RIGHT, (5) NORTHWESTERLY ALONG SAID CURVE 141.13 FEET, THROUGH A CENTRAL ANGLE OF 01°22'46", (CHORD BEARS NORTH 88°52'31" WEST 141.13 FEET), TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN A QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: (1) NORTH 84°42'01" WEST 92.10 FEET, (2) NORTH 05°00'00" EAST 6.45 FEET, (3) NORTH 85°00'00" WEST 58.96 FEET, (4) SOUTH 05°00'00" WEST 6.45 FEET, (5) NORTH 86°05'31" WEST 78.08 FEET, (6) NORTH 87°11'25" WEST 78.08 FEET, (7) NORTH 88°13'22" WEST 68.71 FEET, (8) NORTH 89°11'32" WEST 69.14 FEET, (9) NORTH 89°40'21" WEST 90.78 FEET, (10) NORTH 78°25'02" WEST 230.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING 4 PARCELS:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.26 FEET AND NORTH 00°25'57" EAST 104.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°29'56" EAST 134.46 FEET; THENCE SOUTH 89°30'04" EAST 113.00 FEET; THENCE NORTH 00°29'56" EAST 23.35 FEET; THENCE SOUTH 89°30'04" EAST 17.00 FEET; THENCE NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°03'49", (CHORD BEARS NORTH 45°29'56" EAST 2.83 FEET); THENCE NORTHWESTERLY 26.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 101°40'14", (CHORD BEARS NORTH 49°18'30" WEST 23.26 FEET); THENCE NORTHEASTERLY 41.80 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°38'39", (CHORD BEARS NORTH 85°10'37"

EAST 41.74 FEET); THENCE SOUTH 89°30'04" EAST 11.21 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°29'56" WEST 14.14 FEET); THENCE SOUTH 00°29'56" WEST 2.00 FEET; THENCE SOUTHEASTERLY 7.51 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°40'44", (CHORD BEARS SOUTH 13°50'39" EAST 7.43 FEET); THENCE SOUTH 89°30'06" EAST 117.79 FEET; THENCE SOUTHEASTERLY 5.85 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°24'54", (CHORD BEARS SOUTH 06°12'35" EAST 5.84 FEET); THENCE SOUTH 00°29'56" WEST 138.35 FEET; THENCE SOUTHWESTERLY 15.60 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°52'48", (CHORD BEARS SOUTH 09°26'12" WEST 15.54 FEET); THENCE NORTH 89°30'04" WEST 274.90 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 AS ENTRY NO. 1881250 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 400.84 FEET; THENCE SOUTH 89°30'04" EAST 707.92 FEET; THENCE SOUTH 00°29'56" WEST 306.79 FEET; THENCE NORTH 89°30'04" WEST 142.71 FEET TO A POINT ON A 237.50 FOOT RADIUS CURVE TO THE LEFT, THENCE 79.14 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 78.77 FEET); THENCE SOUTH 71°24'28" WEST 63.41 FEET TO A POINT ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 20.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 20.73 FEET; THENCE NORTH 89°30'04" WEST 223.37 FEET; THENCE SOUTH 00°29'56" WEST 157.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 78°25'02" WEST 182.76 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.27 FEET AND NORTH 00°25'57" EAST 110.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 146.00 FEET; THENCE NORTH 00°29'56" EAST 85.21 FEET; THENCE SOUTH 89°05'18" EAST 146.01 FEET; THENCE SOUTH 00°29'56" WEST 84.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-008-0000

PARCEL 2:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.26 FEET AND NORTH 00°25'57" EAST 104.22 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°29'56" EAST 134.46 FEET; THENCE SOUTH 89°30'04" EAST 113.00 FEET; THENCE NORTH 00°29'56" EAST 23.35 FEET; THENCE SOUTH 89°30'04" EAST 17.00 FEET; THENCE NORTHEASTERLY 3.14 FEET ALONG THE ARC OF A 2.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°03'49", (CHORD BEARS NORTH 45°29'56" EAST 2.83 FEET); THENCE NORTHWESTERLY 26.62 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 101°40'14", (CHORD BEARS NORTH 49°18'30" WEST 23.26 FEET); THENCE NORTHEASTERLY 41.80 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°38'39", (CHORD BEARS NORTH 85°10'37" EAST 41.74 FEET); THENCE SOUTH 89°30'04" EAST 11.21 FEET; THENCE SOUTHWESTERLY 15.71 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°29'56" WEST 14.14 FEET); THENCE SOUTH 00°29'56" WEST 2.00 FEET; THENCE SOUTHEASTERLY 7.51 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°40'44", (CHORD BEARS SOUTH 13°50'39" EAST 7.43 FEET); THENCE SOUTH 89°30'06" EAST 117.79 FEET; THENCE SOUTHEASTERLY 5.85 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°24'54", (CHORD BEARS SOUTH 06°12'35" EAST 5.84 FEET); THENCE SOUTH 00°29'56" WEST 138.35 FEET; THENCE SOUTHWESTERLY 15.60 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°52'48", (CHORD BEARS SOUTH 09°26'12" WEST 15.54 FEET); THENCE NORTH 89°30'04" WEST 274.90 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-003-0000

PARCEL 3:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR FOR THE UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. MP-0182(6) AS DESCRIBED IN A QUIT CLAIM DEED RECORDED JULY 15, 2014 AS ENTRY NO. 1881250 IN BOOK 10245 AT PAGE 5268 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 534.33 FEET AND NORTH 00°25'57" EAST 136.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 15°19'40" WEST 67.94 FEET, (2) NORTH 02°30'46" EAST 400.84 FEET; THENCE SOUTH 89°30'04" EAST 707.92 FEET; THENCE SOUTH 00°29'56" WEST 306.79 FEET; THENCE NORTH 89°30'04" WEST 142.71 FEET TO A POINT ON A 237.50 FOOT RADIUS CURVE TO THE LEFT, THENCE 79.14 FEET ALONG SAID CURVE, THROUGH A CENTRAL

ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 78.77 FEET); THENCE SOUTH 71°24'28" WEST 63.41 FEET TO A POINT ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE 20.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°05'28", (CHORD BEARS SOUTH 80°57'12" WEST 20.73 FEET; THENCE NORTH 89°30'04" WEST 223.37 FEET; THENCE SOUTH 00°29'56" WEST 157.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED MAY 11, 2010 IN BOOK 9824 AT PAGE 7738 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 78°25'02" WEST 182.76 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-005-0000

PARCEL 4:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 939.27 FEET AND NORTH 00°25'57" EAST 110.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 146.00 FEET; THENCE NORTH 00°29'56" EAST 85.21 FEET; THENCE SOUTH 89°05'18" EAST 146.01 FEET; THENCE SOUTH 00°29'56" WEST 84.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-351-007-0000

PARCEL 5:

BEGINNING AT A POINT BEING SOUTH 89°34'03" EAST, ALONG THE SECTION LINE, 1586.26 FEET AND NORTH 00°25'57" EAST 98.16 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°30'04" WEST 153.00 FEET; THENCE NORTH 00°29'56" EAST 131.06 FEET; THENCE SOUTH 89°30'04" EAST 153.00 FEET; THENCE SOUTH 00°29'56" WEST 131.06 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 27-31-377-001-0000

Said property is also known by the street address of:
Approximately 4630 West 13400 South, Riverton, UT 84096