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9/18/2014 11:23:00 AM \$26.00  
Book - 10261 Pg - 783-788  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 6 P.

This Instrument Prepared By:

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, Florida 33496  
Attention: Office of the General Counsel, Real Estate

Upon Recordation Return to:

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, Florida 33496  
Attention: Lease Administration

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT - OMX#0425

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") executed this 5 day of September, 2014, between ZIONS FIRST NATIONAL BANK, a national banking association ("Mortgagee") and OFFICEMAX, INC., an Ohio corporation ("Tenant").

WITNESSETH:

WHEREAS, MFJF SALT LAKE, LLC, a Utah limited liability company ("Landlord") and Tenant are parties to that certain lease (the "Lease") dated September 8, 1989 relating to certain premises located at 410 South 900 East, Salt Lake City, UT 84102 (the "Premises"), said Premises being more particularly described in the Lease and being situated on a portion of the real property described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Mortgagee has committed to make a or has made a mortgage loan to Landlord secured by a Mortgage dated of even date herewith ("Mortgage") covering the Premises;

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, and except as provided in this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.
2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure), agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant is not in material default under the Lease beyond any applicable notice and cure period. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action.
3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Mortgagee (but which shall not amend the terms of the Lease or otherwise diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises.

FIRST AMERICAN TITLE  
# 488076

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will use commercially reasonable efforts to deliver to Mortgagee a copy of all notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), except those of a continuing nature; or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except (i) offsets specifically provided for in the Lease, or (ii) those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided in Paragraph 4 above; or

(c) bound by any rent or additional charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's consent which would (i) reduce fixed minimum rent, or (ii) reduce any other monetary obligation of Tenant under the Lease.

6. Mortgagee consents to the application and disposition of casualty proceeds and condemnation awards in accordance with the Lease.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure) of the parties.

8. Any notices under this Agreement may be delivered by hand or sent by commercial delivery services or United States Postal Service express mail, in either case for overnight delivery with proof of service, or sent by certified mail, return receipt requested, to the following addresses:

To Tenant:	Office Depot, Inc. 6600 North Military Trail Boca Raton, Florida 33496 Attention: Vice President, Real Estate Copy To: Office of the General Counsel, Real Estate (same address)
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To Mortgagee: Zions First National Bank  
Real Estate Banking Group  
One South Main, Suite 470  
Salt Lake City, UT 84133  
Attention: Mortgage Department

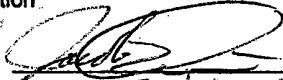
The notice shall be deemed to have been given on the date it was actually received.

9. This Agreement may be executed and delivered in counterparts for the convenience of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

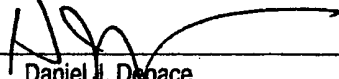
MORTGAGEE:

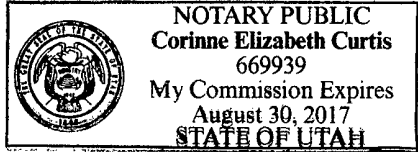
ZIONS FIRST NATIONAL BANK, a national banking association

By:   
Print Name: Jacob Despain  
Print Title: Vice President  
Date: 9/5/14

TENANT:

OFFICEMAX, INC., an Ohio corporation

By:   
Print Name: Daniel J. Depace  
Print Title: Senior Director - Real Estate  
Date: 9/5/14



STATE OF )  
 ) SS:  
COUNTY OF )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Heop DeDain whose name is Corinne Elizabeth Curtis of Zions First National Bank Utah corporation, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15 day of September, 2014.

Corinne Curtis  
Notary Public  
State of  
My Commission expires:

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Daniel J. Depace as Senior Director – Real Estate of OFFICEMAX, INC., an Ohio corporation, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

Given under my hand and official seal this 5<sup>th</sup> day of September, 2014.

Stanley Freedland  
Notary Public  
State of FLORIDA  
My Commission expires: 8/14/18



EXHIBIT A

PARCEL 1:

THE NORTH 160 FEET OF LOT 6, EXCEPT THE NORTH 90 FEET OF THE EAST 85 FEET THEREOF, AND THE NORTH 160 FEET OF THE EAST 77.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

LESS AND EXCEPTING FROM PARCEL 1 THAT PORTION OF SUBJECT PROPERTY CONVEYED TO UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT, BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED DECEMBER 21, 2001 AS ENTRY NO. 8099008 IN BOOK 8544 AT PAGE 6764 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 6, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89° 58' 06" WEST 130.45 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6 AND RUNNING SOUTH 61° 53' 52" WEST 8.28 FEET; THENCE SOUTH 89° 58' 06" WEST 5.70 FEET; THENCE SOUTH 0° 01' 50" EAST 6.00 FEET; THENCE SOUTH 89° 58' 06" WEST 10.88 FEET; THENCE NORTH 0° 01' 50" WEST 6.00 FEET; THENCE SOUTH 89° 58' 06" WEST 75.14 FEET; THENCE NORTH 61° 57' 28" WEST 8.27 FEET TO THE NORTH LINE OF LOT 6; THENCE NORTH 89° 58' 06" EAST 106.32 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

BASIS OF BEARING IS THE SALT LAKE CITY MONUMENTS ON 400 SOUTH STREET AT 800 EAST STREET AND 900 EAST STREET.

PARCEL 2:

THE SOUTH 5 FEET OF LOT 6 AND THE SOUTH 5 FEET OF THE EAST 77.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 33 FEET; THENCE WEST 120.5 FEET; THENCE SOUTH 2 FEET; THENCE WEST 143 FEET; THENCE NORTH 45° WEST 49.5 FEET; THENCE EAST 298.5 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A RIGHT OF WAY FOR RETAINING WALL FOOTINGS OVER, ACROSS OR UNDER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 7, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 2 FEET; THENCE WEST 120.5 FEET; THENCE NORTH 2 FEET; THENCE EAST 120.5 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 50 FEET OF THE EAST 127.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 6 (PARKING LOT):

THE NORTH 90 FEET OF THE EAST 85 FEET OF LOT 6, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

Said property is also known by the street address of:  
410 South 900 East, Salt Lake City, UT 84102

PARCEL NO 16-05-330-009-0000  
16-05-330-010-0000