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SALT LAKE CITY, UTAH
7024 South Highland
L/C: 043-0166

Prepared by and Return to:
William Blanco
McDONALD'S CORPORATION
711 Jorie Boulevard
Oak Brook, Illinois 60521

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(FEE OWNER)**

THIS AGREEMENT, dated effective the 8th day of May, 1997, is by and between McDonald's Corporation, a Delaware corporation (the "Sublessee") and Gregory E. Austin (the "Fee Owner").

PRELIMINARY STATEMENTS

A. The Sublessee has executed a Non-Exclusive Sublease dated May 7, 1997 (the "Sublease"), with Terratron Midwest, Inc., and Titus Foods, Inc., (collectively, the "Sublessor"), for the premises described in Exhibit A (the "Premises"). The Fee Owner acknowledges receipt of a copy of the Sublease.

B. The Fee Owner has leased the non-exclusive right to use the Premises or a portion of the Premises to the Sublessor by a Nonexclusive Ground Lease effective June 1, 1989, (the "Head Lease").

C. The Fee Owner and the Sublessee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interest by means of this Non-Disturbance and Attornment Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the Sublessee and the Fee Owner agree as follows:

1. The Fee Owner consents to the execution and delivery of the Sublease to Tenant and to Tenant's McDonald's Corporation Licensee.

2. Provided the Sublease is in full force and effect and the Sublessee is not in default under the Sublease, (beyond any period given the Sublessee to cure the default), then:

a) The Sublessee's right of non-exclusive possession to the Premises and the Sublessee's other rights, duties and obligations arising out of the Sublease between the Sublessee and the Sublessor shall not be disturbed, modified, enlarged or otherwise affected by the Fee Owner in the exercise of its rights or in the performance of its obligations, or in any other manner under the Head Lease between the Fee Owner and the Sublessor. Further, the Sublessee shall not be named as a party defendant in any

ACCOMMODATION RECORDING ONLY
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT

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proceedings resulting from a default of the Sublessor nor in any other way be deprived of its rights under the Sublease between the Sublessor and the Sublessee, except that Sublessee may be named as a party defendant in any proceedings resulting from a default by Sublessor, if required by law or in order to comply with judicial procedure, but Sublessee shall not be named for the purpose of dispossessing, terminating or in any other manner diminishing the rights of Sublessee under the Sublease if Sublessee is otherwise in compliance with the terms of the Sublease and of this Non-Disturbance and Attornment Agreement.

b) If the current term of the Head Lease or any renewal shall terminate before the expiration of the term of the Sublease, as the Sublease may be renewed in accordance with its terms, the Sublease, if then in existence, shall continue as a Lease between the Fee Owner as Lessor, and the Sublessee as Lessee, with the same force and effect as if the Fee Owner as Lessor, and the Sublessee as Lessee, had entered into a Lease as of the date of termination of the Head Lease, containing the same terms, covenants and conditions as those contained in the Sublease, including the rights of renewal, for a term equal to the unexpired term of the Sublease.

c) If any term, provision, covenant or condition of the Sublease is or shall be contrary, contradictory, conflicting or silent with respect to any term, provision, covenant or condition of the Head Lease, except as provided above or except for the provisions of paragraphs 2 and 6(O) of the Non-Exclusive Sublease, the Head Lease shall control and determine the Sublessee's rights, duties and obligations with respect to the Sublessee's possession, use and enjoyment of the Premises. With respect to paragraphs 2 and 6(O) of the Non-Exclusive Sublease, the terms and provisions of such paragraphs of the Sublease shall control and determine the Sublessee's rights, duties and obligations with respect to the Sublessee's possession, use and enjoyment of the Premises.

d) In the event that the Fee Owner exercises any of its remedies in the event of a default by the Sublessor, as provided for in the Head Lease between the Sublessor and the Fee Owner, the Sublease between the Sublessee and the Sublessor shall not be terminated or affected by the default or actions of either party. The Sublessee covenants and agrees to attorn to the Fee Owner as its new Lessor if the Sublessor's rights under the Head Lease between the Fee Owner and the Sublessor are terminated, and the Sublease between the Sublessee and the Sublessor shall continue in full force and effect as a direct lease between the Sublessee and the Fee Owner, upon all of the terms, covenants, conditions, and agreements as set forth in the Sublease between the Sublessor and the Sublessee. However, in no event shall the Fee Owner be:

(i) liable for any act or omission of the Sublessor;

(ii) subject to any offsets or deficiencies which the Sublessee might be entitled to assert against the Sublessor; or

(iii) bound by any payments of rent or additional rent made by the Sublessee to the Sublessor for more than one month in advance.

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3. The above provisions shall be self-operative and effective without execution of any further instruments on the part of either party. However, the Sublessee agrees to execute and deliver to the Fee Owner or to any other person to whom the Sublessee agrees to attorn such other instruments as either shall request in order to comply with these provisions.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

5. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

FEE OWNER:

GREGORY E. AUSTIN

Gregory E. Austin (SEAL)
Gregory E. Austin

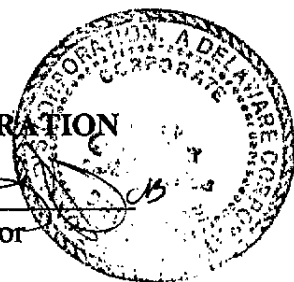
DATE: *July 19, 1997*

SUBLESSEE:

McDONALD'S CORPORATION

By: *[Signature]*
Department Director

DATE: *JUL 30 1997*



(ATTACH ACKNOWLEDGMENTS OF SIGNATURES AND EXHIBIT A)

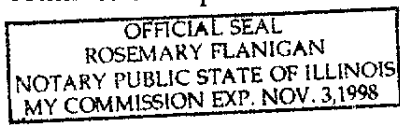
ACKNOWLEDGMENT- McDONALD'S
(No attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Rosemary Flanigan, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Department Director of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such authorized party and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal, this ^{30th} ^{July} day of ~~May~~, 1997.

Rosemary Flanigan My commission expires November 3, 1998.
Notary Public
Rosemary Flanigan



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ACKNOWLEDGMENT- INDIVIDUAL

STATE OF Utah)
COUNTY OF Utah) SS:

I, David D. Jeffs, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Gregory F. Austin of Pierson, Utah who is 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 signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of July, 1997.

David D. Jeffs My commission expires October 9, 1999
Notary Public

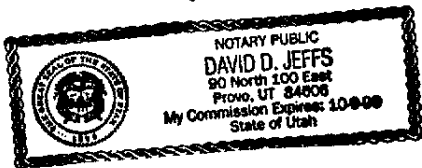


EXHIBIT A

PARCEL 4: BEGINNING AT A POINT THAT IS DUE SOUTH ALONG THE HIGHLAND DRIVE MONUMENT LINE (BASIS OF BEARING) 100.98 FEET AND WEST 33.00 FEET AND N82°55'00"W 171.93 FEET FROM THE COUNTY MONUMENT AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N82°55'00"W 25.19 FEET; THENCE NORTH 19.79 FEET; THENCE ALONG A CURB N1°00'00"E 92.23 FEET; THENCE NORTH 37.80 FEET TO A POINT ON THE SOUTH LINE OF FORT UNION BOULEVARD; THENCE ALONG SAID SOUTH LINE OF STREET S82°55'00"E 25.19 FEET; THENCE SOUTH 34.91 FEET; THENCE S1°00'00"W 92.23 FEET; THENCE SOUTH 22.67 FEET TO THE POINT OF BEGINNING. CONTAINS 3,745 SQUARE FEET OR 0.0860 ACRE.

PARCEL 5: BEGINNING ON THE SOUTH LINE OF FORT UNION BOULEVARD AT A POINT THAT IS DUE SOUTH ALONG THE HIGHLAND DRIVE MONUMENT LINE (BASIS OF BEARING) 100.98 FEET AND WEST 33.00 FEET AND N82°55'00"W 157.05 FEET AND NORTH 150.00 FEET FROM THE COUNTY MONUMENT AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SOUTH LINE OF STREET N82°55'00"W 13.25 FEET; THENCE SOUTH 19.20 FEET; THENCE EAST 13.15 FEET; THENCE NORTH 17.57 FEET TO THE POINT OF BEGINNING. CONTAINS 242 SQUARE FEET OR 0.0056 ACRE.

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07/31/97 4:39 PM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: J FERGUSON , DEPUTY - WI

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