

**AGREEMENT FOR RECOGNITION, NONDISTURBANCE  
 AND ATTORNMENT UNDER LEASE**

FIRST AMERICAN NCS  
 By: eCASH

(MACY)

**THIS AGREEMENT FOR RECOGNITION, NONDISTURBANCE, AND ATTORNMENT** is entered into as of the 23<sup>rd</sup> day of July, 2010 (the "*Sublease Date*"), by and among **CITY CREEK RESERVE, INC.**, a Utah non-profit corporation, whose address is Joseph Smith Memorial Building, 15 East South Temple, Room 800, Salt Lake City, Utah 84150-4650 (with its successors and assigns, "*Fee Owner*"); **CITY CREEK CENTER ASSOCIATES LLC**, a Delaware limited liability company qualified to do business in the State of Utah (with its successors and assigns, "*Developer*"); and **MACY'S WEST STORES, INC.**, an Ohio corporation qualified to do business in the State of Utah, whose address is 7 West Seventh Avenue, Cincinnati, Ohio 45202 (with its successors and assigns, "*Macy*").

**WITNESSETH:**

**WHEREAS**, Fee Owner, as Landlord, and Developer, as Tenant, entered into a certain Retail Center Airspace Lease ("*Airspace Lease*") dated December 4, 2008, with regard to certain property located in the City of Salt Lake City, County of Salt Lake, State of Utah, which property so leased is more particularly described in said Airspace Lease; and

**WHEREAS**, Developer on the Sublease Date is entering into a Retail Sublease with Macy for a portion of the property leased by Developer under and pursuant to the Airspace Lease, which portion of the property so subleased is more particularly described in said sublease, a memorandum of which will be recorded prior to the recordation of this Agreement ("*Macy Sublease*"), and in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Developer on the Sublease Date is entering into a Retail Airspace Sublease with Nordstrom, Inc. ("*Nordstrom*") for another portion of the property leased by Developer under the Airspace Lease ("*Nordstrom Sublease*"); and

**WHEREAS**, on the Sublease Date, Fee Owner, Developer, Nordstrom and Macy are entering into a Construction, Operation and Reciprocal Easement Agreement ("*REA*") with regard to the development and operation of a retail center ("*Shopping Center*") on the property described in the Airspace Lease; and

**WHEREAS**, on the Sublease Date Developer and Macy are entering into a Supplemental Agreement regarding the REA, as more fully described in the Macy Sublease ("*Supplemental Agreement*"); and

**WHEREAS**, Macy requires the execution and delivery of this Agreement as a condition precedent to the execution and delivery by Macy of the Macy Sublease, the REA, and the Supplemental Agreement (collectively, the "*Macy Definitive Documents*"); and

**NOW, THEREFORE**, to induce and in consideration of the execution and delivery by Macy of the Macy Sublease and in consideration of the premises and for other good and valuable

consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE 1 NONDISTURBANCE AND ATTORNMENT

Fee Owner hereby acknowledges that it has been furnished a copy of each of the Macy Definitive Documents as executed by Developer and Macy, and that Fee Owner hereby approves of and consents to the Macy Definitive Documents. Developer represents and warrants that it has given Fee Owner true, correct, and complete copies of the Macy Definitive Documents as they exist on the Sublease Date. Developer covenants to Fee Owner that it will not amend or modify any Macy Definitive Document except with the approval of Fee Owner, not to be unreasonably withheld.

Fee Owner hereby covenants and agrees that during the entire term of the Macy Sublease, Macy's possession and rights under the Macy Definitive Documents shall not be abrogated, diminished or otherwise adversely affected in any way by reason of any default under the Airspace Lease or termination, cancellation, surrender or expiration of the Airspace Lease (any of the foregoing, an "*Airspace Lease Termination*"). In the event of any Airspace Lease Termination:

(A) Unless Macy has been finally adjudicated to be in default under any one or more of the Macy Definitive Documents, Fee Owner shall: (i) accept the attornment of Macy thereafter as Fee Owner's direct tenant under the Macy Sublease, which shall become a direct lease between Fee Owner and Macy), (ii) recognize the rights of Macy under the Macy Definitive Documents, and (iii) be bound to Macy under all the terms, covenants and provisions of the Macy Definitive Documents for the remainder of the term thereof (including the renewal periods, if Macy elects or has elected to exercise its options to extend the term of the Macy Sublease) and Fee Owner hereby agrees to assume and perform such terms, covenants and provisions and Macy shall from and after the date Fee Owner succeeds to the interest of "Landlord" under the Macy Sublease, have the same remedies against Fee Owner for the breach of any covenant in any Macy Definitive Document that Macy might have had under such Macy Definitive Document against Developer if Fee Owner had not succeeded to the interest of Developer; provided that Fee Owner shall not be responsible (a) for any action or inaction of Developer under any Macy Definitive Document prior to the Airspace Lease Termination Date, or (b) to cure any default by Developer under any Macy Definitive Document that occurred or commenced before termination of the Airspace Lease, except that, subject to the last paragraph of this Article 1, Fee Owner shall be responsible for the completion of all work required to fulfill Developer's obligations to construct and Operate the Shopping Center as described in the Macy Sublease;

(B) Macy shall (i) attorn to Fee Owner thereafter, (ii) recognize Fee Owner as landlord under the Macy Sublease and as the successor to all the rights of Developer under the Macy Definitive Documents, and (iii) be bound to Fee Owner under all terms, covenants and provisions of the Macy Definitive Documents for the remainder of the

term of the Macy Sublease (including the renewal periods, if Macy elects or has elected to exercise its options to extend the term), and Macy hereby agrees to assume and perform such terms, covenants, and provisions of the Macy Definitive Documents, and Fee Owner shall from and after the date Fee Owner succeeds to the interest of "Landlord" under the Macy Sublease have the same remedies against Macy for the breach of any covenant in any Macy Definitive Document that Developer might have had under such Macy Definitive Document against Macy if Fee Owner had not succeeded to Developer's interest;

(C) Unless Macy has been finally adjudicated to be in default under any one or more of the Macy Definitive Documents, Macy shall not be named or joined in any action or proceeding by Fee Owner under the Airspace Lease to recover possession from Developer;

(D) Macy waives any right to treat any Macy Definitive Document as being terminated or cut off, or to elect to terminate any Macy Definitive Document or surrender the premises demised under the Macy Sublease, as the result of any Airspace Lease Termination;

(E) On the date of any Airspace Lease Termination, Developer shall assign (and by the execution hereof does assign), effective upon such termination, to Fee Owner all of Developer's right, title, and interest under and pursuant to the Macy Sublease, the REA (as it relates to Macy), and the Supplemental Agreement; and

(F) Fee Owner and Macy shall each execute such confirmatory instruments as either reasonably requests to implement and confirm the attornment and nondisturbance provided for above.

Fee Owner shall not be bound to complete construction of the Shopping Center if Fee Owner notifies Macy, within thirty (30) days after the date Fee Owner notifies Developer that Fee Owner is terminating the Airspace Lease, that Fee Owner will not complete the Shopping Center. If Fee Owner gives such notice to Macy, then: (a) Fee Owner shall have no liability for failure to complete the Shopping Center (but this shall not limit any express liabilities or obligations of Fee Owner under documents to which Fee Owner is a party upon such occurrence); and (b) Macy shall have the right, by giving written notice to Fee Owner, to terminate the Macy Sublease. Macy must give such notice to Fee Owner, if at all, within six (6) months after receipt of Fee Owner's notice terminating the Airspace Lease. If Macy terminates the Macy Sublease pursuant to this paragraph, Developer shall reimburse Macy for all design and construction costs (plus interest thereon at the default rate stated in the Macy Sublease from such Macy Sublease termination date until paid) incurred by Macy in connection with the design and construction of the Macy Building and any other improvements constructed by Macy for the Developer on the Shopping Center less the amount of the Capital Contribution actually received by Macy pursuant to the terms of the Supplemental Agreement.

**ARTICLE 2  
REDIRECTION NOTICES**

If Fee Owner notifies Macy in writing that Developer is in default under the Airspace Lease and that Fee Owner has the right to terminate the Airspace Lease, then Fee Owner may direct Macy to pay all rentals and other amounts due under the Macy Sublease to Fee Owner instead of to Developer (a "*Redirection Notice*"). Macy shall comply with any Redirection Notice until Fee Owner retracts it in writing or a court of competent jurisdiction directs Macy otherwise. Macy shall have no duty or right to: (a) investigate or verify the validity of or basis for any Redirection Notice; or (b) wait for any order of court, appointment of receiver, or other act or event before complying with any Redirection Notice. By signing below, Developer agrees to hold Macy harmless from all claims by Developer against Macy arising from Macy's compliance with any Redirection Notice, including expenses and attorneys' fees.

**ARTICLE 3  
LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, Fee Owner's liability under this Agreement and the Macy Definitive Documents (and any liability of Fee Owner's parent(s), subsidiary(ies), or affiliated corporations or other entities), and any of their constituent partners, joint venturers, or tenants-in-common, for damages or otherwise, shall be enforceable only against, and shall not extend beyond, their interests in the real property demised under the Airspace Lease and proceeds of sale thereof. No property or assets whatsoever, except Fee Owner's interest in such real property (including the proceeds thereof), shall be subject to levy, execution or any other enforcement procedure for the satisfaction of any remedies (monetary or otherwise) of Macy arising under or in connection with this Agreement or any Macy Definitive Document. No shareholder, officer, member, manager, director, agent, or employee of any party to this Agreement shall have any liability under this Agreement.

**ARTICLE 4  
GENERAL COVENANTS**

Fee Owner shall furnish simultaneously to Macy a copy of any notice sent to Developer under the Airspace Lease, and shall promptly advise Macy in writing upon the expiration or termination of the Airspace Lease for any cause. Macy shall furnish simultaneously to Fee Owner a copy of any notice sent to Developer under any Macy Definitive Document, and shall advise Fee Owner in writing upon the expiration or termination of the Macy Sublease for any cause. Wherever in this Agreement or in any Macy Definitive Document a party hereto shall be required or permitted to serve a notice or demand on any party, such notice or demand shall be given or served as hereinafter provided.

Notices shall be sent to:

Fee Owner: City Creek Reserve, Inc.  
15 East South Temple, Room 800  
Salt Lake City, Utah 84150-4650  
Attention: President

with a copy to:

Office of General Counsel  
The Church of Jesus Christ of Latter-day Saints  
50 East North Temple Street  
Salt Lake City, UT 84150-5100  
Attention: Associate General Counsel -  
Domestic

Developer: City Creek Center Associates LLC  
c/o The Taubman Company  
200 East Long Lake Road, Suite 300  
Bloomfield Hills, Michigan 48303 0200  
Attention: William S. Taubman

with a copy to:

Richard J. Burstein, Esquire  
Honigman Miller Schwartz and Cohn LLP  
38500 Woodward Avenue, Suite 100  
Bloomfield Hills, Michigan 48304-5048

Macy: Macy's West Stores, Inc.  
7 West Seventh Street  
Cincinnati, Ohio 45202  
Attention: Real Estate Notices

with a copy to:

Macy's West Stores, Inc.  
151 West 34th Street  
New York, New York 10001  
Attention: President-Stores

and such other places as hereafter shall be designated in writing by the respective parties. Such notice shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight Federal Express or similar overnight delivery service.

Fee Owner agrees to and does hereby waive and relinquish any and all rights or remedies against Macy, pursuant to any lien, statutory or otherwise, that it may have against the property,

goods or chattels of Macy in or on the premises demised to Macy under the Macy Sublease, except as provided Developer under the Macy Sublease.

There shall be no merger of the Macy Sublease nor the subleasehold estate created thereby with the fee estate or any other leasehold estate in the premises or any part thereof by reason of the fact that the same person may acquire or own or hold directly or indirectly: (i) the Macy Sublease or the subleasehold estate created thereby and (ii) any other leasehold estate or the fee estate in the property demised under and pursuant to the Macy Sublease or any part thereof or any interest therein, unless and until all persons (including all mortgagees) having any interest in any of the foregoing estates shall execute, deliver and record a written instrument effecting such merger.

The agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and shall be deemed covenants running with the land.

(signatures begin on the following page)

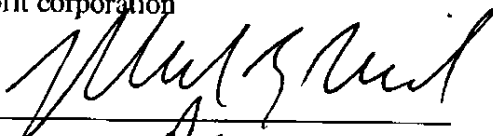
IN WITNESS WHEREOF, the parties hereto have executed this Agreement For Recognition, Nondisturbance and Attornment Under Lease as of the day and year first above written.

WITNESSES:

CITY CREEK RESERVE, INC.

a Utah non-profit corporation

Mark K. Gibbs  
Diane Tuel

By: 

Its: Mark B. Gibbons, President  
"Developer"

STATE OF UTAH                    )  
  )ss  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July, 2010, by Mark B. Gibbons, the President of CITY CREEK RESERVE, INC., a Utah non-profit corporation.

  
Notary Public



WITNESSES:

CITY CREEK CENTER ASSOCIATES LLC,  
a Delaware limited liability company

*Simon K. Miller*  
*Teresa L. Dreer*

By: *[Signature]*  
Stephen J. Kieras  
Its: Authorized Signatory

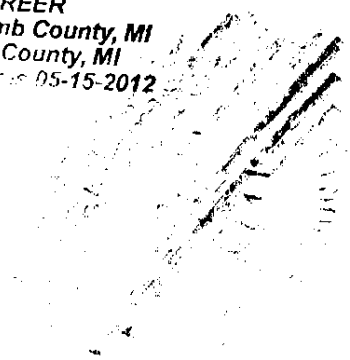
"Developer"

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2010, by Stephen J. Kieras, the Authorized Signatory of CITY CREEK CENTER ASSOCIATES LLC, a Delaware limited liability company.

*Teresa L. Dreer*  
Notary Public

TERESA L. DREER  
Notary Public, Macomb County, MI  
Acting in Oakland County, MI  
My Commission Expires 05-15-2012





WITNESSES:

*Ann O'Hea*  
*Courtesy Goert*

**MACY'S WEST STORES, INC.,**  
an Ohio corporation

By: *Carl L. Goertmoeller*  
Carl L. Goertmoeller  
Its: Senior Vice President

"Macy"

STATE OF OHIO                    )  
  )ss  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2010, by Carl L. Goertmoeller, the Senior Vice President of **MACY'S WEST STORES, INC.**, an Ohio corporation



*Elizabeth J. Haass*  
Notary Public

**ELIZABETH J. HAASS**  
Notary Public, State of Ohio  
My Commission Expires Mar. 26, 2012

**GUARANTY  
OF  
THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP**

**THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP**, a Delaware limited partnership authorized to do business in the State of New York, hereby unconditionally and absolutely guarantees the obligations of Developer under the last paragraph of Article 1 of this Agreement for Recognition, Nondisturbance and Attornment Under Lease.

**WITNESSES:**

*Susan K. Hill*  
*Teresa L. Dreer*

**THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP,**

a Delaware limited partnership

Its: General Partner

By:

*[Signature]*  
Stephen J. Kieras  
Its: Authorized Signatory

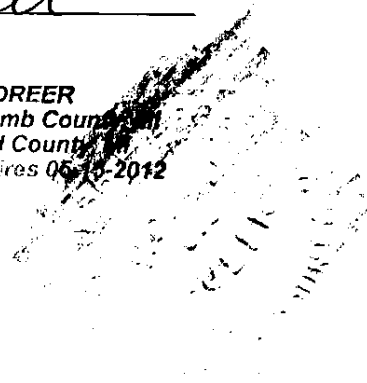
"Developer"

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2010, by Stephen J. Kieras, the Authorized Signatory of **THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP**, a Delaware limited partnership.

*Teresa L. Dreer*  
Notary Public

**TERESA L. DREER**  
Notary Public, Macomb County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 05-15-2012



**EXHIBIT A**  
**LEGAL DESCRIPTION – MACY PARCEL**  
**(Macy Parcel)**

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 AND ABOVE AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 53,053.40 SQ. FT. OR 1.22 ACRES.

AFFECTS THE FOLLOWING TAX ID NUMBERS, OR A PORTION THEREOF:

16-06-101-028-0000

16-06-101-024-0000