

AFTER RECORDING RETURN TO:
DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, NY 10020-1104
Attn.: Jeffrey B. Steiner, Esq.

11964486
12/18/2014 3:29:00 PM \$46.00
Book - 10283 Pg - 1172-1190
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 19 P.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of October 31st, 2014 (the "Effective Date") by and between CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership (together with its successors and/or assigns, the "Lender"), ST MALL OWNER, LLC, a Delaware limited liability company, successor-in-interest to Macerich South Towne Limited Partnership, ("Landlord"), and BROWN GROUP RETAIL, INC., a Pennsylvania corporation, d/b/a Famous Footwear #1380 ("Tenant") with reference to the following facts:

A. Tenant has executed that certain lease dated October 5, 2011 (as the same may from time to time be assigned, subleased, renewed, extended, amended, modified or supplemented, collectively the "Lease") covering the premises described in the Lease ("Premises") in that certain building located at South Towne Center, Sandy, Utah (the "Property"), the legal description of which is attached hereto as EXHIBIT A;

B. Lender has made a loan to Landlord (the "Loan");

C. To secure the Loan, Landlord has encumbered the Property by entering into a mortgage or deed of trust in favor of Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the appropriate records of County of Salt Lake, State of Utah; and

D. Tenant and Lender desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Lease shall be subordinate in all respects to the lien of the Mortgage and to any and all advances to be made thereunder.

2. So long as no event of default on the part of Tenant under the Lease shall exist which would entitle Landlord to terminate the Lease, or if such an event of default shall exist, so long as the Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and Tenant's right of possession to the Premises and its right in and to any common areas and its other rights arising out of the Lease will all be fully recognized and protected by Lender to the extent required by the Lease and shall not be disturbed, canceled, or terminated by reason of the Mortgage or any action or proceeding instituted by Lender to foreclose the Mortgage, or any extension, renewal, consolidation or replacement of same, irrespective of whether Tenant shall have been joined in any action or proceeding.

3. In the event that Lender takes possession of the Premises, either as the result of foreclosure of the Mortgage or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, Tenant shall attorn to Lender or such third party and recognize Lender or such third party as its landlord under the Lease, and Lender or such third party will recognize and accept Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between Lender or such third party and Tenant for the full term thereof, together with all extensions and renewals thereof, and Lender or such third party shall thereafter assume and perform all of Landlord's obligations, as the landlord under the Lease with the same force and effect as if Lender or such third party were originally named therein as the landlord; provided, however, that Lender or such third party shall not be:

(a) liable for any act or omission, except for ongoing maintenance obligations of any prior landlord (including Landlord), unless and to the extent Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this Agreement prior to taking possession of such Premises; or

(b) subject to any offsets or defenses, which Tenant might have against any prior landlord (including Landlord), except for Tenant's offset rights and defenses provided for in the Lease to the extent Lender is furnished notice and opportunity to cure the same in accordance with the provisions of the Lease and/or this Agreement; or

(c) bound by any rent or additional rent which Tenant might have paid for more than 30 days in advance to any prior landlord (including Landlord); or

(d) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Lender.

4. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Mortgage. In the event Lender notifies Tenant of the occurrence of a default under the Mortgage and demands that Tenant pays its rent and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

5. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease (including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder) for a period of 30 days following receipt of such written notice to Lender; provided, however, that in the case of any default which cannot with diligence be cured within such 30 day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

6. All notices given under this Agreement by one party to the others shall be sent to the following addresses:

Lender: Cantor Commercial Real Estate Lending, L.P.
110 East 59th Street, 6th Floor
New York, NY 10022
Attn.: Legal Department

Landlord: ST Mall Owner, LLC
c/o Pacific Retail Capital Partners
100 N. Sepulveda Blvd., Suite 1925
El Segundo, CA 90245
Attn.: Gary Karl

Tenant: Brown Group Retail, Inc.
8300 Maryland Avenue
St. Louis, MO 63105-3693
Attn.: Real Estate Legal Dept., Store #1380
Facsimile No.: 314-854-2050

or such other address as any party shall designate in writing. All notices shall be in writing and shall be (a) hand delivered; (b) sent by United States express mail or by private overnight courier; or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth above. Notices served as provided in (a) or (b) above shall be deemed effective upon delivery. Any notice served as provided in (c) above shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

7. This Agreement shall bind and benefit the parties, their successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8. This Agreement constitutes the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

9. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the law of the state in which the Premises are located.

10. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

11. At Tenant's option, this Agreement may be nullified and void unless Tenant receives a fully executed original counterpart hereof on or before the 60th day following the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

LENDER
CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P., a Delaware limited partnership

TENANT
BROWN GROUP RETAIL, INC.
a Pennsylvania corporation
d/b/a Famous Footwear

By: _____
Name: Pietro Scola
Title: Senior Managing Director

By: _____
Name: Melissa Setser, Esq.
Title: Director of Real Estate Legal Dept.

LANDLORD
ST MALL OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

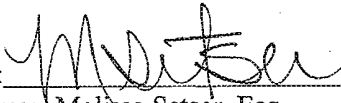
[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.

LENDER
CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P., a Delaware limited partnership

TENANT
BROWN GROUP RETAIL, INC.
a Pennsylvania corporation
d/b/a Famous Footwear

By: _____
Name: _____
Title: _____

By:  _____
Name: Melissa Setser, Esq.
Title: Director of Real Estate Legal Dept.

LANDLORD
ST MALL OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

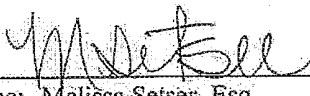
[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written.


LENDER
CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P., a Delaware limited partnership

TENANT
BROWN GROUP RETAIL, INC.
a Pennsylvania corporation
d/b/a Famous Footwear

By: _____
Name: _____
Title: _____

By:  _____
Name: Melissa Setser, Esq.
Title: Director of Real Estate Legal Dept.

LANDLORD
ST MALL OWNER, LLC,
a Delaware limited liability company

By:  _____
Name: STEVEN M. PLENCE
Title: AUTHORIZED SIGNATORY

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

[LENDER]

STATE OF New York)
) ss.
COUNTY OF New York)

I, W. Turner Booth, a Notary Public of the County and State aforesaid, certify that Lawrence Britvan, personally came before me this day and acknowledged that (s)he is a Managing Director of Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said Limited Partnership, and that (s)he executed the same as the act of such Limited Partnership for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 19 day of November, 2014.

My Commission Expires: _____

(Notary Seal)



Notary Public

W. TURNER BOOTH
Notary Public, State of New York
No. 02B06270194
Qualified in New York County
Certificate filed in New York County
Commission Expires October 15, 2016

[TENANT]

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

I, Lisa J. Sifford, a Notary Public of the County and State aforesaid, certify that Melissa Setser, personally came before me this day and acknowledged that she is an Attorney, and Director of Real Estate Legal Department, Brown Group Retail, Inc., that executed the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this _____th day of _____, 2014.

My Commission Expires: December 28, 2014

(Notary Seal)

Notary Public

[LENDER]

STATE OF)
) ss.
COUNTY OF)

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is a _____ of Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said Limited Partnership, and that (s)he executed the same as the act of such Limited Partnership for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

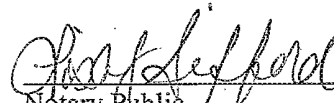
(Notary Seal)

[TENANT]

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

I, Lisa J. Sifford, a Notary Public of the County and State aforesaid, certify that Melissa Setser, personally came before me this day and acknowledged that she is an Attorney, and Director of Real Estate Legal Department, Brown Group Retail, Inc., that executed the foregoing instrument, and acknowledged to me that the same was the act of the said corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this 19th day of November, 2014.



Notary Public

My Commission Expires: December 28, 2014

(Notary Seal)



LISA J. SIFFORD
My Commission Expires
December 28, 2014
St. Louis County
Commission #10438736

[LANDLORD]

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is a _____ of ST Mall Owner, LLC, a Delaware limited liability company, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said _____, and that (s)he executed the same as the act of such _____ for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official stamp or seal, this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

(Notary Seal)

See Attached Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 11/21/2014
Date

before me, MARIANNE GUTIERREZ
Here Insert Name and Title of the Officer

personally appeared STEVEN PEISE
Name(s) of Signer(s)

who 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 behalf of which the person(s) 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.

Signature: Marianne Gutierrez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document FANDAS FOOTWEAR

Title or Type of Document: SUBORDINATION, NON-DISTURBANCE & ATTACHMENT AGREEMENT

Document Date: _____ Number of Pages: 15 pages

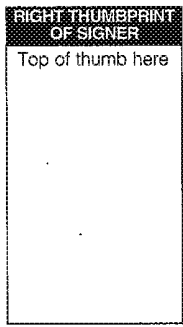
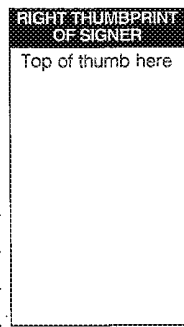
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: STEVEN PEISE Signer's Name: _____

Corporate Officer — Title(s): AUTHORIZED SIGNATORY Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A

PARCEL 1:

Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P at Page 250 in the Official Records of Salt Lake County.

Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded August 27, 2008 as Entry No. 10508774 in Book 9638 at Page 3207 in the Official Records of Salt Lake County and also that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577204 in Book 9664 at Page 4033 in the Official Records of Salt Lake County.

Also Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-016-4001 and 27-13-227-016-4002

PARCEL 2:

Lot 2 of the South Towne Center Mall Subdivision being a part of the Northeast quarter of Section 13, Township 3 South, Range 1 West and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded May 14, 1997 as Entry No. 6644162 in Book 97-5P at Page 152 in the Official Records of Salt Lake County.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

BEGINNING at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (Basis bearing being South 00°01'50" East along the State Street Monument line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (Radius point bears North

76°12'01" West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of 01°12'01" to a point of tangency; thence South 15°00'00" West 113.39 feet; thence South 83°05'00" East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South 83°05'00" East); thence Southerly 17.73 feet along the arc of said curve through a central angle of 06°53'25" to a point of tangency; thence South 00°01'35" West 184.00 feet; thence South 89°59'52" West 263.49 feet; thence North 00°01'35" East 10.50 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of tangency; thence North 00°01'35" East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle 90°00'00" to a point of tangency; thence South 89°58'25" East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 37°12'38" East 32.85 feet; thence North 15°00'00" East 56.14 feet; thence South 75°00'00" East 39.93 feet to the point of Beginning.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-012

PARCEL 3:

Perpetual easements for parking and access created by that certain General Warranty Deed dated October 19, 1993 by and between South Towne Investors Limited Partnership, an Illinois Limited Partnership (Grantor) and Mervyn's, a California Corporation (Grantee) recorded October 21, 1993 as Entry No. 5634888 in Book 6781 at Page 764 of Official Records.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; being more particularly described as follows:

Beginning at a point 1506.28 feet West and 627.79 feet South from the Northeast corner of said Section 13 (Basis of bearing being South 00°01'50" East along the State Street Monument Line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13); said point being on the Northerly line of the South Towne Mall Ring Road at a point on a 758.00 foot radius curve to the right (Radius point bears South 38°01'35" East); and running thence Northeasterly 215.26 feet along the arc of said curve through a central angle of 16°16'15" (Chord bears North 60°06'32" East 214.53 feet); thence North 10.75 feet to the Southerly line of the future Sandy Boulevard Right of Way, said point being on 768.00 foot radius curve to the right (Radius point bears South 21°27'29" East); thence Northeasterly 299.68 feet along the arc of said curve through a central angle of 22°21'25" (Chord bears North 79°43'14" East 297.78 feet); thence South 00°00'06" West 9.99 feet to said Northerly line of the South Towne Mall Ring Road, said point being on a 758.00 foot radius curve to the right (Radius point bears South 00°54'37" West); thence Southeasterly 300.10 feet along the arc of said curve through a central angle of 22°41'04" (Chord bears South 77°44'52" East 298.14 feet); thence South 15°51'56"

West 509.94 feet; thence South 89°59' 52" West 63.92 feet to a point on Mervyn's Parcel 1; thence running along said parcel North 00°01'35" East 184.00 feet to the point of curvature with a 147.50 foot radius curve to the right; thence Northeasterly 17.73 feet along the arc of said curve through a central angle of 06°53'25"; thence North 83°05'00" West 19.20 feet; thence North 15°00'00" East 113.39 feet to a point of curvature with a 315.48 foot radius curve to the left; thence Northeasterly 6.61 feet along the arc of said curve through a central angle of 01°12'01"; thence North 75°00'00" West 39.93 feet; thence South 15°00'00" West 56.14 feet; thence South 37°12'38" West 32.85 feet to the point of curvature with a 75.50 foot radius curve to the right; thence Southwesterly 69.60 feet along the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 89°58'25" West 103.56 feet to a point of curvature with a 14.50 foot radius curve to the left; thence Southwesterly 22.78 feet along the arc of said curve through central angle of 90°00'00" to a point of tangency; thence South 00°01'35" West 128.85 feet to point of curvature with a 50.50 foot radius curve to the right; thence Southwesterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 49.50 foot radius curve to the left; thence Southwesterly 6.15 feet along the arc of said curve through a central angle of 07°07'19"; thence leaving said Mervyn's Parcel North 44°58'25" West 324.58 feet; thence North 45°01'35" East 29.75 feet; thence North 44°58'25" West 147.00 feet to the point of beginning.

PARCEL 4:

Lot 4, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P at Page 250 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-014

PARCEL 5:

Those non-exclusive easements created and described in that certain Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated October 21, 1993 by and between Mervyn's, a California Corporation, and South Towne Investors Limited Partnership, an Illinois Limited Partnership, recorded in the Official Records of Salt Lake County, Utah, as Entry No. 5634889 in Book 6781 at Page 765 and as amended by that First Amendment to Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated May 16, 1997 and recorded May 16, 1997 as Entry No. 6646767 in Book 7668 at Page 2882 and re-recorded May 30, 1997 as Entry No. 6657114 in Book 7679 at Page 787 of Official Records by and between Mervyn's, a California Corp., Macerich South Towne Limited Partnership, a California Limited Partnership, and Dillard USA, Inc., a Nevada Corporation (The "REA").

PARCEL 6:

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 583.24 feet along said line; thence South 00°50'43" East 70.31 feet along said line; thence South 00°01'50" East 53.16 feet along said line to the Northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said Northerly line for the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of 49°30'41" (chord bearing South 65°15'40" West 20.94 feet); thence North 89°59'00" West 192.15 feet to the point of tangency with a 306.00 foot radius curve to the left; thence Southwesterly 162.31 feet along the arc of said curve through a central angle of 30°23'31"; thence South 59°37'30" West 74.04 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Northwesterly 37.15 feet along the arc of said curve through a central angle of 85°08'19" to a point of tangency with a 758.00 foot radius curve to the left and being the North line of the South Towne Mall Ring Road; thence Northwesterly 712.45 feet along the arc of said curve through a central angle of 53°51'11" along said line; thence North 00°00'36" East 1300.81 feet; thence South 89°57'20" East 519.88 feet; thence North 86°50'50" East 266.48 feet; thence South 89°59'01" East 280.57 feet to said West right of way line of State Street; thence South 00°07'35" East 847.85 feet along said line to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 27-13-226-010, 27-12-476-031 & 27-12-476-032

LESS AND EXCEPTING FROM PARCEL 6 THE FOLLOWING: (The following being the Relocated Canal Strip):

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 142.94 feet along said line; thence North 45°00'00" West 32.77 feet to a point on a 116.00 foot radius curve to the right; thence Southwesterly 38.99 feet along the arc of said curve through a central angle of 19°15'29" (chord bears South 39°19'27" West 38.81 feet); thence South 41°02'50" East 28.93 feet; thence South 50°28'54" West 7.88 feet to a point of curvature with a 102.00 foot radius curve to the left; thence Southwesterly 89.92 feet along the arc of said curve through a central angle of 50°30'43"; thence South 13°14'00" West 71.92 feet; thence South 00°01'50" East 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence Southeasterly 18.24 feet along the arc of said curve through a central angle of 61°29'08"; thence South 61°30'58" East 67.84 feet; thence North 00°01'50" West 308.03 feet to a point of curvature with a 50.00 foot radius curve to the right; thence Northeasterly 44.08 feet along the arc of said curve through a central angle of

50°30'43"; thence North 50°28'54" East 2.33 feet to said Westerly right of way line of State Street; thence South 00°01'50" East 367.99 feet along said line; thence South 00°50'43" East 66.61 feet along said line; thence North 61°30'58" West 86.65 feet to a point on a 25.00 foot radius curve to the right; thence Southwesterly 36.21 feet along the arc of said curve through a central angle of 82°58'40" (chord bears South 48°31'41" West 33.12 feet); thence North 89°59'14" West 63.53 feet; thence North 00°01'50" West 590.56 feet; thence North 89°52'57" East 89.62 feet; thence North 00°07'35" West 469.81 feet to a point of curvature with a 113.00 foot radius curve to the right; thence Northeasterly 89.42 feet along the arc of said curve through a central angle of 45°20'24"; thence North 45°12'48" East 56.83 feet to said Westerly right of way; thence South 00°07'35" East 550.60 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 6 that portion of subject property conveyed to Sandy City Corporation, a Utah municipal corporation by that certain Special Warranty Deed recorded May 18, 2001 as Entry No. 7900117 in Book 8458 at Page 7480 of Official Records, being a tract of land, lying in the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said tract described as Lot 1, Marketplace Subdivision, said tract being further described as follows:

Commencing as the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Southeast Corner of Section 12 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 South and State Streets, thence North 89°50'56" East for 41.33 feet to a point on the Western right of way of State Street; thence North 00°07'35" West along said West right of way line for 847.85 feet; thence leaving said right of way North 89°59'01" West for 280.57 feet; thence South 86°50'50" West for 266.48 feet; thence North 89°57'20" West for 519.88 feet to a point on the East right of way line of Centennial Parkway; thence South 00°00'36" West along said East right of way line for 90.98 feet to the POINT OF BEGINNING; said point being a point on the arc of a 45.00 foot radius curve to the right whose center bears South 19°44'10" East; thence Easterly 16.18 feet along the arc of said curve through a central angle of 20°35'49"; thence South 89°08'21" East for 11.58 feet to the beginning of a 70.00 foot radius curve to the left; thence Northeasterly 30.93 feet along the arc of said curve through a central angle of 25°18'45"; thence North 65°32'54" East 58.01 feet; thence South 00°00'00" East for 585.21 feet to a point on the arc of a 33.00 foot radius curve to the right whose center bears North 43°21'20" West; thence Southwesterly 25.07 feet along the arc of said curve through a central angle of 43°31'06"; thence North 89°50'14" West for 72.06 feet to the beginning of a 45.00 foot radius curve to the right; thence Northwesterly 15.90 feet along the arc of said curve through a central angle of 20°14'42"; thence North 00°00'36" East for 558.44 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPTING that portion of Parcel 6 contained within the NEFF'S GROVE AND 10080 SOUTH STREET DEDICATION PLAT recorded October 18, 2004 as Entry No. 9200501 in Book 2004P at Page 304 of Official Records.

ALSO LESS AND EXCEPTING FROM PARCEL 6, PARCEL NO. 0089:21B, PARCEL NO. 0089:13:21B:C AND PARCEL NO. 0089:21B:2C as shown in that certain Final Judgment of

Condemnation in favor of the Utah Department of Transportation recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 of Official Records, being more particularly described as follows:

Parcel No. 0089:21B

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along said Westerly right of way line and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 50.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 103+30.67, and running thence S. 00°01'50" E. 56.85 feet along said Westerly right of way line to the beginning of a 25.00 foot radius non-tangent curve to the right; thence Southeasterly 15.52 feet along the arc of said curve (Note: Chord to said curve bears S. 58°20'14" W. for a distance of 15.27 feet) to a point of non-tangency; thence N. 00°01'50" W. 71.92 feet to the Northerly boundary line of said entire tract; thence S. 61°30'58" E. 14.79 feet along said Northerly boundary line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:13:21B:C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 41.33 N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along the Westerly right of way line of the existing highway State Route 89 and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. and 14.73 feet N. 61°30'58" W. and 53.30 feet S. 00°01'50" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 63.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 102+84.44, and running thence S. 00°01'50" E. 18.62 feet along a line parallel with and 63.00 feet perpendicularly distant Westerly from said control line to the Southerly boundary line of said entire tract at the beginning of a non-tangent 25.00 foot radius curve to the right; thence Southwesterly along said Southerly boundary line

6.06 feet along the arc of said curve (Note: Chord to said curve bears S. 83°04'01" W. for a distance of 6.05 feet) to a point of non-tangency, said point is 69.01 feet perpendicularly distant Westerly from said control line; thence N. 89°58'51" W. 26.06 feet along said Southerly boundary line to a point 95.06 feet perpendicularly distant Westerly from said control line; thence N. 00°04'58" E. 6.40 feet to a point 95.05 feet perpendicularly distant Westerly from said control line; thence S. 89°55'02" E. 11.00 feet to the beginning of a 23.50 foot radius curve to the left at a point 84.05 feet perpendicularly distant Westerly from said control line; thence Northeasterly 26.02 feet along the arc of said curve (Note: Chord to said curve bears N. 58°21'38" E. for a distance of 24.71 feet) to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:21B:2C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the SW1/4SW1/4 of Section 7, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 790.97 feet N. 00°07'35" W. along said Westerly right of way line from the Southwest Corner of said Section 7, (Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian by record), which said Southwest Corner of said Section 7 is 92.33 feet S. 89°54'01" W. (S. 89°53'20" W. by record) from a monument in the intersection of 10200 South Street and State Street, said point of beginning is approximately 51.00 feet perpendicularly distant Westerly from the control line of said highway opposite engineer station 117+71.61, and running thence N. 47°29'15" W. 18.41 feet to a point 64.54 feet perpendicularly distant Westerly from said control line opposite engineer station 117+84.08; thence N. 02°11'27" E. 9.34 feet to a point 64.16 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence N. 89°52'25" E. 13.16 feet to said Westerly right of way line at a point 51.00 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence S. 00°07'35" E. 21.80 feet along said right of way line parallel with said control line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'39" clockwise to match highway bearings.)

THE PROPERTY FIRST DESCRIBED ABOVE AS PARCEL 6 BEING TOGETHER WITH the benefits that are appurtenant thereto created in that certain No Barricade Agreement dated September 22, 1995 and recorded September 26, 1995 as Entry No. 6175088 in Book 7235 at Page 1011 of Official Records.

PARCEL 7:

A Right-of-Way and Easement for the purpose of access to and from the "Served Parcel" as reserved, set forth and defined under Paragraph (a) in that certain Special Warranty Deed [conveying relocated canal strip and reserving certain easements and rights] dated October 26, 1995 and recorded November 7, 1995 as Entry No. 6208148 in Book 7265 at Page 2716 of Official Records.

PARCEL 8:

An Easement for drainage and discharge of storm waters from the "Served Parcel" and an Easement for the installation, maintenance, use and replacement of a pipe, conduit or other mechanism to convey storm waters from the "Served Parcel" as reserved, set forth and defined in Paragraphs (a) and (b) in that certain Special Warranty Deed [conveying street and wetlands property and reserving certain easements and rights] dated February 5, 1996 and recorded February 9, 1996 as Entry No. 6277216 in Book 7327 at Page 1430 of Official Records.

PARCEL 9:

An Easement for Utility Facilities as set forth and defined under Paragraph (5.3) of that certain Declaration of Restrictions and Grant of Easements dated May 17, 2001 and recorded May 18, 2001 as Entry No. 7900119 in Book 8458 at Page 7489 of Official Records.