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Book - 10425 Pg - 6091-6100
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 10 P.

*This document prepared by;
After recording return to:*

James H. Jones, Esq.
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

NCS-778160-AI

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("**Agreement**") executed between ZB, N.A., dba ZIONS FIRST NATIONAL BANK ("**Mortgagee**") and AT HOME STORES LLC, a Delaware limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Sandy Tech Center One, LLC, a Utah limited liability company ("**Landlord**") has entered into a certain Lease Agreement (the same, as hereafter amended, is herein called the "**Lease**") with Tenant dated March 11, 2016 relating to certain Premises located in the County of Salt Lake, City of Sandy, State of Utah ("**Premises**"), said Premises being more particularly described in said 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 mortgage loan to Landlord in the original principal amount of Eight Million Eight Hundred Fifty Thousand and No/100 Dollars (\$8,850,000.00), secured by a mortgage or deed of trust dated April 22, 2016 ("**Mortgage**") covering the Premises.

NOW, THEREFORE, it is mutually agreed as follows:

1. Except as expressly provided in this Agreement, the Lease is and shall be subject and subordinate to the Mortgage in all respects, including but not limited to the lien thereof, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage.
2. If Mortgagee or any other subsequent purchaser of the Premises shall become the owner of the Premises by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgage (Mortgagee or such other purchaser being hereinafter referred as "**Purchaser**"), such Purchaser 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 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 unless required by law.
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. If Purchaser shall become the owner of the Premises by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgage, and provided that the Lease has not been terminated, Tenant shall recognize and attorn to Purchaser as Landlord under the Lease as affected by this Agreement, including but not limited to Section 5 herein, and the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Purchaser and Tenant. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of Purchaser, Borrower, Tenant, or any other party. Tenant further covenants and agrees to execute and deliver, upon request of Purchaser, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Purchaser (but which shall not amend the terms of the Lease or otherwise diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will deliver to Mortgagee (pursuant to the terms set forth below in Section 7) a copy of all notices of breach or default given to Landlord by Tenant contemporaneously with Tenant's delivery of the same to Landlord. After Mortgagee receives such notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires Mortgagee to possess and control the Premises, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the default notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to obtain possession and control of the Premises and thereafter to cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Premises has been appointed and is continuing to serve, Mortgagee shall be deemed to have possession and control of the Premises.

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

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), except to the extent that the act or omission is of a continuing nature that (i) existed as of the date of attornment, and (ii) violated Purchaser's obligations as landlord under the Lease; provided, however, that Purchaser shall not be liable for any monetary damages accruing as a result of acts or omissions which occurred prior to Purchaser's acquisition of the Premises; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except to the extent that the underlying circumstances giving rise to such offset or defense are of a continuing nature that (i) existed as of the date of attornment, and (ii) violate Purchaser's obligations as landlord under the Lease; provided, however, that Purchaser shall not be liable for any offset right for monetary damages accruing as a result of acts or omissions which occurred prior to Purchaser's acquisition of the Premises; or

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

any prior landlord by Tenant, including but not limited to any rental security deposit, unless such sum(s) are actually received by Purchaser; or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's prior written consent which would (i) reduce fixed minimum rent, or (ii) reduce any other monetary obligation of Tenant under the Lease, or (iii) reduce the term of the Lease or (iv) materially increase the landlord's obligations under the Lease, or (v) extend, terminate, or cancel the Lease; or

(e) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Premises; or

(f) bound by or responsible for or affected by any purchase option or right of first refusal contained in the Lease, which provisions shall be of no force and effect upon the Purchaser; or

(g) liable for the payment of any construction allowance or contribution towards the cost of work performed by Tenant at the Premises;

In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Premises and shall in no event exceed such interest.

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

7. 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: At Home Stores LLC
 1600 East Plano Parkway
 Plano, Texas 75074
 Attention: Vice President of Real Estate

To Mortgagee: ZB, N.A. dba Zions First National Bank
 One South Main, Suite 400
 Salt Lake City, Utah 84133
 Attention: Jeffrey Holt

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

8. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease.

9. This Agreement constitutes the entire agreement among Landlord, Tenant and Mortgagee regarding the rights and obligations of Landlord, Tenant and Mortgagee as to the subject matter of this Agreement.

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the internal law of the State of Utah.

11. No amendment or modification of this Agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. The parties have executed this Agreement as of the date indicated below their respective signatures.

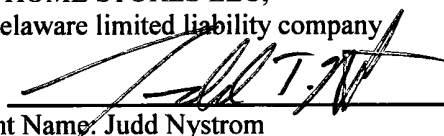
MORTGAGEE:

ZB, N.A., dba Zions First National Bank

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

AT HOME STORES LLC,
a Delaware limited liability company

By:  _____
Print Name: Judd Nystrom
Print Title: Chief Financial Officer
Date: April 21, 2016

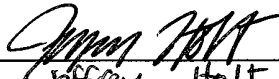
unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the internal law of the State of Utah.

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MORTGAGEE:

ZB, N.A., dba Zions First National Bank

By: 
Name: Jeffrey Holt
Title: Senior Vice Pres.
Date: 4.25.2016

TENANT:

AT HOME STORES LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, a _____ of ZB, N.A., dba Zions First National Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

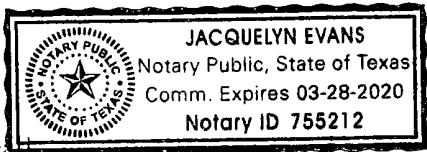
NOTARY PUBLIC

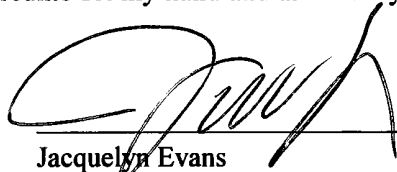
[Seal]

STATE OF TEXAS)
 : ss.
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 21st day of April, 2016, by Judd
Nystrom, the Chief Financial Officer of AT HOME STORES LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.





Jacquelyn Evans
NOTARY PUBLIC

[Seal]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

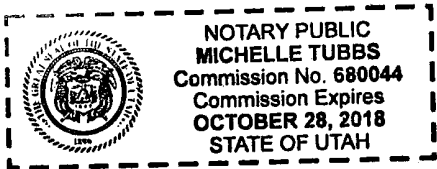
The foregoing instrument was acknowledged before me this 25 day of April, 2016,
by Jeffrey Holt, a Senior Vice President of ZB, N.A., dba Zions First National Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

Michelle Tubbs

NOTARY PUBLIC

[Seal]



STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____, a _____ of AT HOME STORES LLC, a Delaware limited liability
company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

NOTARY PUBLIC

[Seal]

Landlord hereby acknowledges and agrees to the terms of this Agreement.

LANDLORD:

SANDY TECH CENTER ONE, LLC,
a Utah limited liability company

By: _____
Print Name: David S. Layton
Print Title: Manager
Date: 4/27/16

STATE OF UTAH)
 : ss.
COUNTY OF SL)

The foregoing instrument was acknowledged before me this 27 day of April, 2016, by David S. Layton, a Manager of SANDY TECH CENTER ONE, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dena Samson

NOTARY PUBLIC

[Seal]

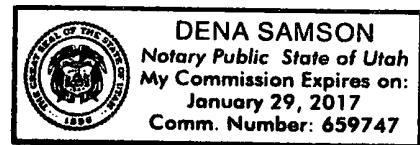


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF MONROE STREET (155 WEST) SAID POINT BEING NORTH 89°59'19" WEST 1371.33 FEET (1370.66 FEET, DEED) AND SOUTH 0°02'37" EAST 55.41 FEET (56.31 FEET, DEED) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°02'37" EAST 459.16 FEET ALONG THE WEST LINE OF SAID MONROE STREET; THENCE SOUTHWESTERLY 112.69 FEET ALONG THE ARC OF A 263.19 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 81°01'58" WEST AND THE LONG CHORD BEARS SOUTH 21°14'00" WEST 111.83 FEET WITH A CENTRAL ANGLE OF 24°31'56") ALONG THE WEST LINE OF SAID MONROE STREET; THENCE WEST 809.66 FEET TO THE EAST LINE OF 255 WEST STREET; THENCE NORTH 0°04'57" WEST 56.00 FEET; THENCE EAST 285.78 FEET; THENCE NORTH 0°00'51" WEST 6.80 FEET; THENCE WEST 0.60 FEET; THENCE NORTH 0°00'51" WEST 210.82 FEET; THENCE EAST 0.60 FEET; THENCE NORTH 0°00'51" WEST 326.20 FEET; THENCE SOUTH 89°59'19" EAST 39.49 FEET; THENCE NORTH 00°00'41" EAST 20.00 FEET; THENCE NORTH 60°45'46" EAST 74.11 FEET TO THE SOUTH LINE OF 9000 SOUTH STREET; THENCE NORTHEASTERLY 59.51 FEET ALONG THE ARC OF A 6622.21 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 2°20'59" WEST AND THE LONG CHORD BEARS NORTH 87°23'34" EAST 59.51 FEET WITH A CENTRAL ANGLE OF 0°30'54") WITH THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH 85°42'08" EAST 90.88 FEET ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTHEASTERLY 182.95 FEET ALONG THE ARC OF A 6505.91 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 4°17'52" EAST AND THE LONG CHORD BEARS NORTH 86°30'28" EAST 182.94 FEET WITH A CENTRAL ANGLE OF 1°36'40") ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE SOUTH 113.27 FEET; THENCE EAST 127.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 26, 2008 AS ENTRY NO. 10464969 IN BOOK 9621 AT PAGE 4020 OF OFFICIAL RECORDS, BEING A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING HIGHWAY STATE ROUTE 209 WHICH CORNER IS 1,370.65 FEET (1371.33 FEET AND 1370.66 FEET BY RECORD) NORTH 89°59'19" WEST AND 56.56 FEET (55.41 FEET AND 56.31 FEET BY RECORD) SOUTH 00°02'37" EAST AND 127.41 FEET NORTH 89°59'59" WEST, (WEST BY RECORD) AND 113.27 FEET NORTH 00°00'01" WEST (NORTH BY RECORD) FROM THE EAST QUARTER CORNER OF SAID SECTION 1 SAID CORNER IS ALSO APPROXIMATELY 58.78 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE ENGINEER STATION -1+92.63; AND RUNNING THENCE SOUTH 00°00'01" EAST (SOUTH BY RECORD) 9.20 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 67.94 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 88°00'04" WEST 7.27 FEET TO A POINT 68.15 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -1+99.95; THENCE SOUTH 86°45'38" WEST, 67.25 FEET TO A POINT 70.72 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION - 2+68.02; THENCE NORTH 86°28'42" WEST 74.39 FEET TO THE BEGINNING OF A NON-TANGENT 6505.91 FEET RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS SOUTH 03°59'52" EAST); THENCE

EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 148.91 FEET THROUGH A DELTA OF 01°18'41" (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°39'29" EAST FOR A DISTANCE OF 148.90 FEET) TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

PARCEL 2:

EASEMENTS AND RIGHTS OF WAY FOR THE BENEFIT OF THE PROPERTY AS CREATED AND GRANTED BY THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 09, 1975 AND RECORDED DECEMBER 19, 1975 AS ENTRY NO. 2771029 IN BOOK 4059 AT PAGE 384 OF THE OFFICIAL RECORDS, AND THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 09, 1975 AND RECORDED DECEMBER 19, 1975 AS ENTRY NO. 2771030 IN BOOK 4059 AT PAGE 412 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH, AS AMENDED BY THAT FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS, DATED FEBRUARY 29, 2016, RECORDED MARCH 3, 2016 AS ENTRY NO. 12233427 IN BOOK 10408 AT PAGE 1684 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH.