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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ARNALL GOLDEN & GREGORY LLP
171 17TH NW ST
ATLANTA GA 30363
BY: MBA, DEPUTY - MA 12 P.

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:
Arnall Golden Gregory LLP
Attention: Scott M. Shuman Esq.
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363-1031

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT (the "**Agreement**") is made as of December 27, 2018, between W.K.S. HOLDINGS CORPORATION, a California corporation ("**Tenant**"), ST MALL OWNER, LLC, a Delaware limited liability company ("**Landlord**" or "**Borrower**"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-FL2, its successors and/or assigns (hereinafter "**Lender**").

Recitals of Fact

A. Tenant is the tenant under a lease dated May 18, 2017 (the "**Lease**") by and between Tenant, as lessee, and Landlord, as lessor, for certain premises more particularly described in the Lease (the "**Premises**") located on the property legally described on Exhibit "A" (the "**Property**").

B. Lender is the owner and holder of a loan (the "**Loan**") made to Borrower, which is evidenced by a Promissory Note (the "**Note**") from Borrower to Lender and secured in part by a first deed of trust, mortgage, or deed to secure debt (which is herein called the "**Security Instrument**"). The Security Instrument, the Note and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Borrower or others in connection with or related to the Loan including any assignments of leases and rents, other assignments, security agreements, financing statements, guarantys, indemnity agreements (including environmental indemnity agreements), letters of credit, or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the "**Loan Documents**".

FILMED AS RECEIVED
CO. RECORDER

C. Lender, Landlord and Tenant desire to enter into this Agreement to establish certain rights, safeguards and obligations with respect to their interests and provide further for various contingencies as hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree and covenant as follows:

1. Warranties and Representations. Tenant represents and warrants to Lender that (a) the Lease is in full force and effect, (b) Tenant is not in default thereunder, past any permitted grace or cure period in the Lease, (c) Landlord is not in default thereunder, past any permitted grace or cure period in the Lease, and (d) Tenant has not previously subordinated the Lease to any other security instrument or lien on the Property.

2. Subordination. Tenant hereby subordinates its interest in the Lease and all of its right, title and interest in and to the leasehold estate created thereby, to the liens, terms, covenants, provisions and conditions of the Security Instrument and the other Loan Documents and to all present or future advances under the obligations secured thereby. The interests subordinated hereby include without limitation any and all provisions of the Lease, including any extension or renewal rights, options to purchase, rights of first refusal, and other such rights.

3. Non-Disturbance. Notwithstanding the subordination agreement contained above, Lender agrees that, so long as (i) the Lease remains in full force and effect including the duration of any properly exercised extension or renewal provisions therein, (ii) Tenant remains in full compliance with the terms of the Lease, beyond any cure period provided therein, and (iii) Tenant is not in default under this Agreement, then:

(a) Lender shall not diminish or interfere with Tenant's possession of the Premises, and Tenant's rights and privileges under the Lease shall not be diminished or be the subject of any interference by Lender; and

(b) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Security Instrument or to enforce any rights or remedies of Lender under the Security Instrument which would terminate or extinguish the Lease or Tenant's leasehold interest in and estate under the Lease.

Notwithstanding the foregoing provisions, Lender may name or join Tenant as a party in a foreclosure proceeding with respect to the Security Instrument if under the laws of the State where the Property is located it is procedurally necessary or desirable to do so, but in such event Lender shall in no way diminish or otherwise affect the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement.

4. Attornment; Payment of Rent to Lender in Event of Default. Tenant agrees that in the event Borrower is in default under the Security Instrument or any other Loan Documents, and after Lender gives notice to Tenant (in the manner hereinafter

provided) respecting such default, then Tenant shall be deemed to have attorned to Lender as its new landlord under the Lease, and Tenant shall thereafter pay directly to Lender all rentals and all other payments to be made by Tenant under the Lease. Such payments will be made regardless of any right or setoff, counterclaim or other defense which Tenant may have against Landlord, whether as tenant under the Lease or otherwise. No proof of default shall be required. Tenant is hereby irrevocably authorized by Borrower to rely upon and comply with any notice or demand by the Lender for the payment to the Lender of any rental or other amounts which may be or become due under the Lease, or for the performance of any obligations under the Lease. Borrower irrevocably agrees that Tenant shall not be liable to Borrower or any person claiming under Borrower, for making any payment or rendering any performance to Lender. Tenant shall have no obligation or right to inquire whether any default has actually occurred or is then existing. By its execution of this Agreement, Borrower irrevocably makes and delivers the above instructions.

5. Attornment to Subsequent Owners.

(a) If Lender or its nominee or designee succeeds to the rights of Landlord under the Lease through possession or foreclosure action, delivery of a deed in lieu of foreclosure or otherwise (“**Succession**”), or if another person or entity purchases the Property upon or following designee, or such purchaser (hereinafter collectively the “**New Landlord**”), Tenant shall, upon written notice of Succession, attorn to and recognize the New Landlord as Tenant’s landlord under the Lease and shall promptly execute and deliver any instrument that the New Landlord may reasonably request to evidence such attornment. Upon such attornment, the Lease shall continue in full force and effect as a direct lease between the New Landlord and Tenant upon all terms, conditions, and covenants as are set forth in the Lease.

(b) Notwithstanding the foregoing subsection, in such event the New Landlord shall not in any event be liable for any of the following:

(i) any previous act or omission of Landlord or any prior landlord under the Lease occurring prior to New Landlord obtaining possession or title to the Property;

(ii) any setoff, defense or counterclaim which has previously accrued to Tenant against Landlord, which arises prior to the date New Landlord obtains possession or title to the Property;

(iii) the performance or observance of any Material Amendment to the Lease made without the written consent of Lender;

(iv) any prepayment of rent or additional rent for more than one (1) month which Tenant might have paid to Landlord, unless previously approved in writing by Lender; or

(v) the return of any security deposit made under the Lease, unless the security deposit has been paid to New Landlord.

6. **Lease Modifications.** Tenant agrees that, without the prior written consent of Lender, Tenant shall not: (a) enter into a Material Amendment of the Lease, (b) make any prepayments of any rent or additional rent in excess of one (1) month; or (c) subordinate or permit the subordination of the Lease to any lien subordinate to the Security Instrument.

As used herein, "Material Amendment" shall mean any of these types of amendments or modifications to the Lease: (i) any surrender of the Lease or termination agreement related thereto, (ii) any assignment of the Lease or sublease of the Property, or any portion thereof, provided, however, that Lender's consent shall not be required for a Permitted Transfer as defined in Section 30 of the Lease, or (iii) any modification or supplement to the Lease, unless such modification or supplement is entered into in good faith and does not (1) result in any decrease in rent or other economic consideration paid by Tenant under the Lease, (2) change the term of the Lease, (3) increase the Tenant's control or exclusive rights over or with respect to space outside the Premises, (4) increase the financial or economic obligation of the Landlord under the Lease, (5) grant Tenant any right or option (extension, purchase, right of first refusal, right of first offer, termination, reduction, relocation or other right or option), (6) add or remove space from the Premises, (7) reduce any insurance requirements under the Lease, (8) alter any indemnity provision of the Lease, (9) obligate Landlord to perform any construction, refurbishing or remodeling work in excess of what is required of Landlord under the Lease as of the date of this Agreement, (10) alter Landlord's remedies under the Lease, or (11) otherwise change any material provision of the Lease.

7. **Lender Consent:** Should Lender's approval or consent be required pursuant to this Agreement, such request for approval or consent shall be deemed approved if (i) the first correspondence from Tenant to Lender requesting such approval or consent is in an envelope marked "PRIORITY" and contains a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "**FIRST NOTICE: THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT, DATED AS OF [_____]. FAILURE TO RESPOND TO THIS REQUEST WITHIN TEN (10) BUSINESS DAYS MAY RESULT IN THE REQUEST BEING DEEMED GRANTED**", and is accompanied by the proposed amendment or modification to the Lease and any other information reasonably requested by Lender in writing prior to the expiration of such ten (10) business day period in order to adequately review the same has been delivered; and (ii) if Lender fails to respond or to deny such request for approval in writing within the first (5) business days of such ten (10) business day period, a second notice requesting approval is delivered to Lender from Tenant in an envelope marked "PRIORITY" containing a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "**SECOND AND FINAL NOTICE: THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT, DATED AS OF [_____]. IF YOU FAIL TO PROVIDE A SUBSTANTIVE RESPONSE (E.G., APPROVAL,**

DENIAL OR REQUEST FOR CLARIFICATION OR MORE INFORMATION TO THIS REQUEST FOR APPROVAL IN WRITING WITHIN TEN (10) BUSINESS DAYS, YOUR APPROVAL SHALL BE DEEMED GIVEN" and Lender fails to provide a substantive response to such request for approval within such final ten (10) business day period.

8. Notice of Default; Opportunity to Cure. Tenant agrees that prior to exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, including any rights of termination, offset, defense or self-help provisions contained in the Lease, Tenant shall give written notice to Lender of the occurrence of default by Landlord and Landlord's failure to cure such default pursuant to the terms of the Lease, specifying, with reasonable clarity, the events constituting such default. In the event of a monetary default, Tenant shall give Lender ten (10) calendar days after the date of receipt of such notice to cure such monetary default. In the event of a non-monetary default, Tenant shall give Lender a cure period equal to the longer of (i) 30 days after the cure period provided to Landlord under the Lease; (ii) 30 days after Lender's receipt of Tenant's notice to Lender of a Landlord default, or (iii) if the cure of such default requires possession of the Property, 30 days after Lender has obtained possession of the Property; provided that in each case, if such default cannot reasonably be cured within such cure period and Lender has diligently commenced to cure such default within the time contemplated by this Section 7, such cure period shall be extended for so long as necessary for Lender, in the exercise of due diligence, to cure such default. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.

9. Notices. Any notice required or permitted to be given hereunder must be in writing and given (a) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; (c) by transmitting a facsimile copy to the correct facsimile phone number of the intended recipient; or (d) by depositing the same into the custody of a nationally recognized overnight delivery service addressed to the party to be notified. In the event of mailing, notices shall be deemed effective three (3) days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service or facsimile transmissions, notices shall be deemed effective when delivered. For purposes of notice, the addresses of the parties shall be as follows:

If to Lender, to:

Deutsche Bank Trust Company Americas, as
Trustee, for the registered holders of Citigroup
Commercial Mortgage Securities Inc., Commercial
Mortgage Pass-Through Certificates, Series 2014-
FL2
c/o Berkeley Point Capital LLC
7700 Wisconsin Avenue, Suite 1100

61306189.3
11647097v1

Bethesda, Maryland 20814
Attention: Asset Management, Loan No. 20141875

If to Borrower, to: ST Mall Owner, LLC
100 North Sepulveda Boulevard, Suite 1925
El Segundo, CA 90245
Attention: Managing Principal

With a copy to: ST Mall Owner, LLC
c/o South Towne Mall Management Office
10450 South State Street
Sandy, Utah 84070

If to Tenant, to: W.K.S Holdings Corporation
2735 Carson St.
Lakewood, CA 90712

With a copy to: W.K.S. Holdings Corporation
PO Box 39
Lakewood, CA 90714

From time to time either party may designate another or additional addresses for all purposes of this Agreement by giving the other party no less than ten (10) days' advance notice of such change of address in accordance with the notice provisions hereof.

10. Notice Under Lease. If the Lease entitles Tenant to notice of the existence of any Security Instrument and the identity of any lender, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and this Lender.

11. Limitation of Liability. Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, unless specifically set forth herein.

12. Miscellaneous. This Agreement may not be modified or terminated orally. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. The term "**Lender**" shall mean the holder of any interest in the Security Instrument, from time to time. The term "**Landlord**" shall mean the holder of the lessor's interest in the Lease, from time to time. The term "**person**" shall mean any individual, joint venture, corporation, partnership, trust, unincorporated association or other entity. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement.

13. Waivers. BORROWER, TENANT AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER

EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, TENANT AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER, TENANT AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

[Remainder of page is blank; signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as the day and year first stated above.

Tenant: W.K.S. Holdings Corporation,
a California corporation

By: [Signature]
Name: Roland Spongberg
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

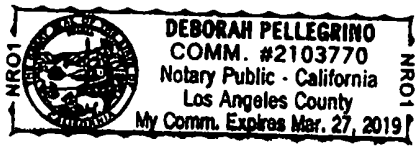
State of California)
County of LOS ANGELES)

On JUNE 4, 2018 before me, DEBORAH PELLEGRINO, Notary Public, personally appeared ROLAND SPONGBERG who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by his signature on the instrument the persons, or the entity upon behalf of which the person 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 [Signature] (Seal)
Signature of Notary Public



Lender:

KEYBANK NATIONAL ASSOCIATION,
as Master Servicer on behalf of Deutsche
Bank Trust Company Americas, as Trustee
on behalf of the registered holders of
Citigroup Commercial Mortgage Securities
Inc., Commercial Mortgage Pass-Through
Certificates, Series 2014-FL2

By: Berkeley Point Capital LLC, its
attorney-in-fact

By: _____

Name: ~~Phillip G. Shearer~~
Title: Vice President

Mike Angles

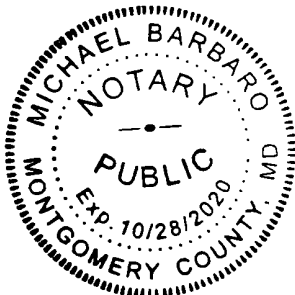
STATE OF ~~TEXAS~~)
^{Maryland}
) ss:
COUNTY OF Montgomery)

Before me, the undersigned authority, on this day personally appeared ~~Phillip G. Shearer~~,
the Vice President of Berkeley Point Capital LLC, the attorney-in-fact of KeyBank
National Association, as Master Servicer on behalf of Deutsche Bank Trust Company
Americas, as Trustee on behalf of the registered holders of Citigroup Commercial
Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-
FL2, known to me to be the person who signed the foregoing instrument, and
acknowledged to me that he executed the instrument in the capacity and for the purposes
therein expressed.

Mike Angles

Given under my hand and seal of office on this 27th day of December ~~2017~~ ²⁰¹⁸.

Michael Barbato
Notary Public Signature (SEAL)



Borrower:

ST MALL OWNER, LLC,
a Delaware limited liability company

By: 
GARY KARL

Its: AUTHORIZED SIGNATORY

STATE OF _____)

COUNTY OF _____) ss:

On _____, before me, _____, Notary
Public, personally appeared _____ 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
_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (SEAL)

SEE
ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On 12/20/2018 before me, MARIANNE GUTIERREZ
Date Here Insert Name and Title of the Officer

personally appeared GARY KARL
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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

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:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°01'50" EAST 2599.00 FEET ALONG THE MONUMENT LINE OF STATE STREET BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF 10600 SOUTH AND 10200 SOUTH STREETS), SAID EAST QUARTER CORNER OF SECTION 13 BEING NORTH 87°49'05" WEST, 135.08 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10600 SOUTH AND STATE STREET, THENCE SOUTH 87°49'05" EAST 51.76 FEET ALONG SAID MONUMENT LINE; THENCE NORTH 59.80 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF 10600 SOUTH STREET AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°35'00" WEST ALONG THE SAID NORTH RIGHT OF WAY LINE FOR 5.42 FEET TO THE BEGINNING OF A 7610.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 333.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°30'33" TO A POINT ON A 24.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 14.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°54'00"; THENCE NORTH 0°00'34" EAST 180.75 FEET; THENCE NORTH 89°58'10" EAST 368.71 FEET TO A POINT ON THE WESTERN RIGHT OF WAY OF STATE STREET; THENCE SOUTH 0°01'50" EAST 173.37 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 89°58'10" WEST 6.5 FEET; THENCE SOUTH 0°01'43" EAST 10.82 FEET; THENCE SOUTH 45°11'14" WEST FOR 28.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 73,578 SQUARE FEET OR 1.689 ACRES

Parcel # 27-13-227-014 - 0000