



W2327747

E# 2327747 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-MAR-08 4:22 PM FEE \$31.00 DEP SY
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

When Recorded, Return to:

Robert D. Walker
Kirton & McConkie
60 E. South Temple
Salt Lake City, UT 84111

For Information Only

Tax Parcel Numbers

06-305-0001 ✓ 06-305-0002 ✓
06-305-0003 ✓ 06-305-0004 ✓

Space above reserved for Recorder's information

**SUBORDINATION
NONDISTURBANCE AND ATTORNMENT**

by and between

**ALLSTATE INVESTMENTS, LLC
(Lender)**

**THE TJX COMPANIES, INC.,
(Tenant)**

December 3, 2007

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

THIS AGREEMENT, dated as of the 3rd day of December 2007, is executed by and among Allstate Investments, LLC as lender ("Lender") whose address is 3075 Sanders Road, Suite G5C, Northbrook, IL 60062-7127, and The TJX Companies, Inc. as tenant ("Tenant"), who both agree as follows:

WITNESSETH

WHEREAS, Tenant is a party to a certain Lease, dated June 21, 2007, (hereinafter referred to as the "Lease") with Riverdale Center IV, L.L.C., as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at Riverdale Shopping Center, 4261 S. Riverdale Road, Riverdale, UT 84405;

WHEREAS, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

WHEREAS, the Demised Premises are part of a shopping center located at Riverdale Shopping Center, 4261 S. Riverdale Road, Riverdale, UT 84405, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

WHEREAS, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;
2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;
3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;
4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

WITNESS:

Beverly Simpson

LENDER



Allstate Investments, LLC

Name Suzanne M. Weiss
Title Suzanne M. Weiss

WITNESSES AS TO BOTH:

TENANT

The TJX Companies, Inc.

[Signature]

By: Ann McCauley
Its: Ann McCauley
Executive Vice President, General
Counsel and Secretary

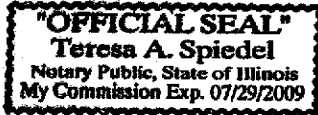
Karen McQueen

By: Mary B. Reynolds
Its: Mary B. Reynolds
Senior Vice President - Finance and
Treasurer

LENDER'S ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
CITY/COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 20th day of February, 2008 by Suzanne M. Weiss -and-
on behalf of ALLSTATE INVESTMENTS, LLC



Teresa A. Spiedel
Notary Public
My Commission Expires: 7/29/09

TENANT'S ACKNOWLEDGEMENT

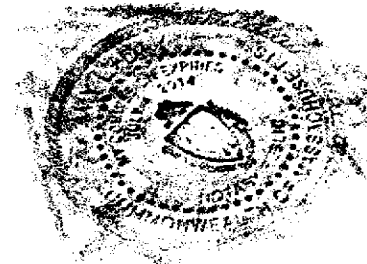
COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 3rd day of December, 2007 by Ann McCauley, Executive Vice President, General Counsel and Secretary, and Mary B. Reynolds, Senior Vice President, Finance and Treasurer, of The TJX Companies, Inc., on behalf of the corporation.

Amy L. Day
Notary Public
My Commission Expires:



AMY L. DAY
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My commission expires on July 4, 2014



SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a portion of a one-story building, to be constructed by Landlord as herein provided, and contain twenty seven thousand five hundred (27,500) square feet of floor area having a frontage and width of one hundred fifty four (154) feet and such other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled AREA A on the Lease Plan. Any changes to the Lease Plan outside of Tenant's Critical Area which affect any entrances to or exits from the Shopping Center, traffic flow within the Shopping Center, or which will adversely affect the visibility of tenant's storefront or signs or the accessibility of the Demised Premises to or from any other portion of the Shopping Center or the Main Streets (as defined below) shall require the prior written consent of the Tenant, which consent shall not be unreasonably withheld, delayed or conditioned. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately and if the Demised Premises contains less than twenty five thousand five hundred (25,500) square feet of floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty eight thousand (28,000) square feet of floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Riverdale Center Shopping Center, to be constructed by Landlord as herein provided, at the intersection of Riverdale Road and Rte 550 West (herein collectively referred to as "the Main Streets") in Riverdale Utah. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

LEGAL DESCRIPTION

The Shopping Center is comprised of the Landlord's Parcel and the J.C. Penney Parcel.

Landlord's Parcel: The land situated in Weber County, State of Utah, more particularly described as follows: All of Lots 2, 3, and 4, Riverdale Center IV Subdivision, according to the official plat thereof, filed on February 1, 2007 as Entry No. 2239519, in Book "65" of Plats at page 47 of the Official Records of the Weber County Recorder.

J.C. Penney Parcel: The land situated in Weber County, State of Utah, more particularly described as follows: All of Lot 1, Riverdale Center IV Subdivision, according to the official plat thereof, filed on February 1, 2007 as Entry No. 2239519, in Book "65" of Plats at page 47 of the Official Records of the Weber County Recorder.