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SALT LAKE CITY, UTAH
7024 South Highland
L/C: 043-0166

Prepared by and Return To:
William Blanco
McDONALD'S CORPORATION
711 Jorie Boulevard
Oak Brook, Illinois 60521

NON-DISTURBANCE AND ATTORNMENT AGREEMENT (FEE OWNER)

THIS AGREEMENT, dated this 1st day of May 1997, is by and between **McDonald's Corporation**, a Delaware corporation (the "Sublessee") and **Anderson Investment Corporation** (the "Fee Owner").

PRELIMINARY STATEMENTS

A. The Sublessee has executed a Sublease dated April 30, 1997 (the "Sublease"), with Terratron Midwest, Inc., and Titus Foods, Inc., (collectively, the "Sublessor"), for the premises described in Exhibit A (the "Premises"). The Fee Owner acknowledges receipt of a copy of the Sublease.

B. The Fee Owner has leased the Premises or a portion of the Premises to the Sublessor by a Ground Lease with First Right to Purchase dated August 3, 1982, which Lease has been amended by First Amendment, Second Amendment and Amendment No. 3 to Ground Lease with First Right of Purchase dated April 1983, April 30, 1985, and May 21 1997, respectively, (as amended, the "Head Lease")

C. The Fee Owner and the Sublessee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interest by means of this Non-Disturbance and Attornment Agreement.

TERMS OF THE AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the Sublessee and the Fee Owner agree as follows:

1. The Fee Owner consents to the execution and delivery of the Sublease.
2. Provided the Sublease is in full force and effect and the Sublessee is not in default under the Sublease, (beyond any period given the Sublessee to cure the default), then:
 - a) The Sublessee's right of possession to the Premises and the Sublessee's other rights, duties and obligations arising out of the Sublease between the Sublessee and the Sublessor shall not be disturbed, modified, enlarged or otherwise affected by the Fee Owner in the exercise of its rights or in the performance of its obligations, or in any other manner under the Head Lease between the Fee Owner and the Sublessor. Further, the Sublessee shall not be named as a party defendant in any proceedings resulting from a default of the Sublessor nor in any other way be deprived of its rights under the Sublease between the Sublessor and the Sublessee.

b) If the current term of the Head Lease or any renewal shall terminate before the expiration of the term of the Sublease, as the Sublease may be renewed in accordance with its terms, the Sublease, if then in existence, shall continue as a Lease between the Fee Owner as Lessor, and the Sublessee as Lessee, with the same force and effect as if the Fee Owner as Lessor, and the Sublessee as Lessee, had entered into a Lease as of the date of termination of the Head Lease, containing the same terms, covenants and conditions as those contained in the Sublease, including the rights of renewal, for a term equal to the unexpired term of the Sublease.

c) If any term, provision, covenant or condition of the Sublease is or shall be contrary, contradictory, conflicting or silent with respect to any term, provision, covenant or condition of the Head Lease, except as provided above, the Sublease shall control and determine the Sublessee's rights, duties and obligations with respect to the Sublessee's possession, use and enjoyment of the Premises.

d) In the event that the Fee Owner exercises any of its remedies in the event of a default by the Sublessor, as provided for in the Head Lease between the Sublessor and the Fee Owner, the Sublease between the Sublessee and the Sublessor shall not be terminated or affected by the default or actions of either party. The Sublessee covenants and agrees to attorn to the Fee Owner as its new Lessor if the Sublessor's rights under the Head Lease between the Fee Owner and the Sublessor are terminated, and the Sublease between the Sublessee and the Sublessor shall continue in full force and effect as a direct lease between the Sublessee and the Fee Owner, upon all of the terms, covenants, conditions, and agreements as set forth in the Sublease between the Sublessor and the Sublessee. However, in no event shall the Fee Owner be:

- (i) liable for any act or omission of the Sublessor;
- (ii) subject to any offsets or deficiencies which the Sublessee might be entitled to assert against the Sublessor; or
- (iii) bound by any payments of rent or additional rent made by the Sublessee to the Sublessor for more than one month in advance.

3. The above provisions shall be self-operative and effective without execution of any further instruments on the part of either party. However, the Sublessee agrees to execute and deliver to the Fee Owner or to any other person to whom the Sublessee agrees to attorn such other instruments as either shall request in order to comply with these provisions.

4. Notwithstanding anything in this agreement to the contrary, Fee Owner agrees that 1) Article 4 of the Ground Lease with First Right to Purchase dated August 3, 1982 shall not be interpreted to prevent Sublessee from closing the business operation on the Premises for the purposes of remodeling the improvements thereon from time to time for a period of time not to exceed 120 days; and 2) that as a result of such cessation of operations neither the Sublessor nor Sublessee shall be deemed in default of said Article 4;

5. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

6. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

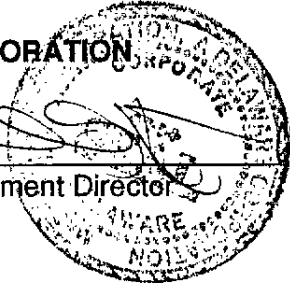
To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

**FEE OWNER:
ANDERSON INVESTMENT CORPORATION**

**SUBLESSEE:
McDONALD'S CORPORATION**

Michael W. Oh (SEAL)
Vice Pres

By: [Signature]
Department Director



DATE: 5-28-97

DATE: May 1, 1997

(ATTACH ACKNOWLEDGMENTS OF SIGNATURES AND EXHIBIT A)

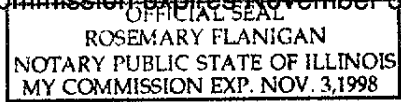
ACKNOWLEDGMENT - McDONALD'S
(No attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, **Rosemary Flanigan**, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Catherine A. Griffin, Department Director** of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such authorized party and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this **1st** day of **May**, 1997.

Rosemary Flanigan My commission expires **November 3, 1998**.
Notary Public
Rosemary Flanigan



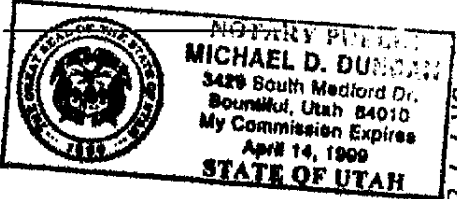
ACKNOWLEDGMENT - CORPORATE

STATE OF Utah)
) SS:
COUNTY OF Salt Lake)

I, Michael D. Duncan, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael W. Olsen, Vice President of Anderson Investment Corporation, a(n) Utah corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such officer and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of May 1997.

Michael Duncan My commission expires
Notary Public



BX7723PG2849

LEGAL DESCRIPTION OF PARCEL 1

PARCEL 1: BEGINNING ON THE WEST LINE OF THE PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR 2000 EAST STREET (HIGHLAND DRIVE) AT A POINT THAT IS DUE SOUTH ALONG THE HIGHLAND DRIVE MONUMENT LINE (BASIS OF BEARING) 254.86 FEET AND WEST 46.00 FEET FROM THE COUNTY MONUMENT AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 218.00 FEET; THENCE NORTH 182.58 FEET; THENCE S82°55'00"E 219.68 FEET TO SAID WEST LINE OF STREET; THENCE SOUTH 155.50 FEET TO THE POINT OF BEGINNING. CONTAINS 36,851 SQUARE FEET OR 0.8460 ACRE.

LEGAL DESCRIPTION OF PARCEL 6

PARCEL 6: BEGINNING AT A POINT THAT IS DUE SOUTH ALONG THE HIGHLAND DRIVE MONUMENT LINE (BASIS OF BEARING) 254.86 FEET AND WEST 53.00 FEET FROM THE COUNTY MONUMENT AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 211.00 FEET; THENCE SOUTH 6.00 FEET; THENCE EAST 211.00 FEET; THENCE NORTH 6.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1,266 SQUARE FEET OR 0.0291 ACRE.

6703923
07/31/97 4:39 PM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: J FERGUSON , DEPUTY - WI

EXHIBIT A

BK 7723 P62850