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RASHELLE HOBBS
Recorder, Salt Lake County, UT
STEWART TITLE INS AGCY OF UT
BY: eCASH, DEPUTY - EF 9 P.

MAIL RECORDED ORIGINAL TO:
Legal Department (Loc. #38851)
7-Eleven, Inc.
3200 Hackberry Road
Irving, Texas 75063

825097

14-26-476-032

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), made by and among **7-ELEVEN, INC.**, a Texas corporation ("Tenant"), with principal offices at 3200 Hackberry Road, Irving, Texas 75063, **BANK OF UTAH** ("Lender"), whose address is 2605 Washington Blvd., Ogden, Utah 84401, and **WDG WEST VALLEY CONVENIENCE, LLC**, a Utah limited liability company ("Borrower"), whose address is 1178 Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014.

RECITALS:

WHEREAS, Lender has made a loan to Borrower in the principal amount of \$ 2,450,000.00 as evidenced by a certain promissory note dated 7/22/2020 (the "Promissory Note").

WHEREAS, Borrower, as security for the Promissory Note, has executed and delivered to Lender: a Deed of Trust, Security Agreement and Assignment of Rents dated 7/22/20 and filed of record by the County Clerk of Salt Lake County, State of Utah, on 8/04/2020, as Document No. 13350622 in Official Records (the "Security Instrument"), which Security Instrument constitutes a first and prior lien against certain real property including the property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, pursuant to that certain Freestanding Lease dated February 28, 2019 ("Lease"), evidenced by that certain Memorandum of Lease to be recorded in the Official Records of Salt Lake County, Utah, Borrower has leased the Premises to Tenant;

WHEREAS, Tenant desires to subordinate its leasehold interest to the Security Instrument and to be assured of continued occupancy of the Premises subject to the lien of the Security Instrument; and

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed peaceful possession of the Premises, regardless of any action taken by Lender under the Security Instrument.

NOW THEREFORE, the parties hereby agree as follows:

1. Subordination. Subject to the provisions of Paragraphs 2 and 3 below, the Lease and the rights of Tenant in, to and under the Lease and the Premises are hereby subjected and subordinated to the lien of the Security Instrument and to any and all renewals, modifications and extensions thereof.

2. Non-Disturbance. So long as the Lease is then in full force and effect and Tenant is not in material default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or other amounts owed pursuant to the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, then Lender, any successor or assign of Lender, or any owner of the Premises following a foreclosure sale or conveyance in lieu of foreclosure (collectively, the "Lender Entities") acknowledge and agree that: (i) Tenant's possession of the Premises, or any extension or renewal rights therefor in the Lease, shall not be diminished or interfered with by the Lender Entities, (ii) the Lease shall not be terminated and all of Tenant's rights and privileges under the Lease shall be recognized by the Lender Entities, and (iii) the Lender Entities will not join Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless such joinder is necessary to foreclose the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. If (i) Lender or its successors and assigns shall become the owner of the Premises, (ii) the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or (iii) the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to the owner of the Premises, said attornment to be effective and self-operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from: (x) Lender or any such other owner that it has succeeded to Borrower's interest under the Lease, or (y) Lender that Lender has exercised any other remedy pursuant to the Security Instrument, whether or not it becomes a mortgagee in possession, upon which notice Tenant shall be entitled to rely.

4. Notice to Cure Defaults. Tenant agrees to provide Lender a copy of any notice of default served upon Borrower which with the passage of time or otherwise would entitle Tenant to cancel the Lease or abate the rent under the Lease. Tenant further agrees that if Borrower shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days after its receipt of notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be granted if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued, provided, that, such additional period of time shall not exceed ninety (90) additional days.

5. Limitation of Liability. In the event that Lender succeeds to the interest of Borrower under the Lease, then Lender and any successor to Lender's interest in the Lease shall assume and be bound by the obligations of Borrower under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Premises, but Lender shall not be:

(i) bound by any rent or additional rent which Tenant has paid more than one (1) month in advance to any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease;

(ii) liable for any act or omission of any prior landlord (including, without limitation, Borrower), except (a) for any tenant improvement allowance owed to Tenant under the Lease that has not been previously remitted to Tenant; or (b) to the extent the default is non-monetary, relates to the repair or maintenance of the Premises, and continues to accrue after attornment, in which event, the successor landlord shall be bound to cure same within the time provided for in the Lease, which time shall be calculated from the date of attornment;

(iii) liable for the retention, application or return of any security deposit to the extent not paid over to Lender;

(iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including, without limitation, Borrower), except as expressly provided in the Lease; or

(v) bound by any amendment or modification of the Lease made without Lender's written consent, such consent not to be unreasonably withheld or delayed, that: (a) reduces rent or additional rent payments to the landlord under the Lease, (b) shortens the term of the Lease, or (c) imposes any additional material obligations upon the landlord under the Lease. All other amendments or modifications of the Lease that do not relate to the provisions set forth herein shall not require Lender approval.

Notwithstanding the foregoing, nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord (including, without limitation, Borrower).

6. Assignment of Leases. Tenant consents to the Assignment of Leases contained in the Security Instrument (collectively, the "Assignment"). Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument, if Lender, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease, Tenant agrees that it shall pay rent and all other sums due under the Lease directly to Lender without notice to or the consent of Borrower and without any obligation on the part of Tenant to determine whether or not the demand is proper. Borrower agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Borrower as if such notice were given at the direction of Borrower.

7. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim and shall not have or assert any right, title or interest in and to any leasehold improvements and/or business fixtures installed upon the Premises by Tenant pursuant to the terms of the Lease.

8. Notices. Any notice required to be sent hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States first-class mail, certified, postage prepaid, return receipt requested, to the following address:

If to Lender:

Bank of Utah

With a copy to:

2605 Washington Blvd.
Ogden, Utah 84401
Attn: Legal

Attn: _____

If to Borrower:

WDG West Valley Convenience, LLC
1178 W. Legacy Crossing Blvd.
Suite 100
Centerville, Utah 84014
Attn: Spencer H. Wright

With a copy to:

WDG West Valley Convenience, LLC
1178 W. Legacy Crossing Blvd.
Suite 100
Centerville, Utah 84014
Attn: Amy Dolce, Esq.

If to Tenant:

7-Eleven, Inc.
Attention: Corporate Real Estate Store #38851
P.O. Box 711
Dallas, Texas 75221-0711

Any notice, request, demand or other communication delivery or sent in the manner aforesaid shall be deemed delivered on the earlier to occur of (i) receipt, or (ii) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the addresses set forth above. Any of the above persons or entities may change such person's or entity's address by notifying the other persons and entities of the new address in any manner permitted by this paragraph.

9. Joinder of Borrower. Borrower hereby agrees to the subordination and attornment effected hereunder upon the terms herein stated.

10. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns, as applicable.

11. Counterparts. This Agreement may be executed in any number of Counterparts, all of which taken together shall constitute one and the same instrument, and any person intended to be a signatory hereto may execute this Agreement by signing any such Counterpart.

12. Governing Law. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth in their respective acknowledgments.


*[Remainder of Page Intentionally Left Blank.
Signatures with Acknowledgments to follow.]*

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF LENDER TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

WITNESS the following signatures and seals.

“LENDER”

BANK OF UTAH



By: Steve Diamond
 Name: _____
 Title: SVP Commercial Loans

ACKNOWLEDGEMENT

STATE OF Utah §
 COUNTY OF Weber §

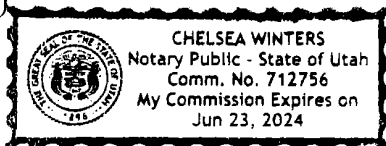
BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Steven Diamond a SVP or the Bank of Utah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said entity and that he or she executed the same as the act of such entity for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of August, 2020.

Chelsea Winters
 (Notary signature)

Chelsea Winters
 (typed or printed name)

(seal)



My commission expires:

6-23-2024

[SIGNATURE AND ACKNOWLEDGMENT PAGE OF TENANT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT]

WITNESS the following signatures and seals.

Attest: *Robin D. Bryant*
 Name: Assistant Secretary
 Title: Assistant Secretary

“TENANT”
 7-ELEVEN, INC., a Texas corporation
 By: *[Signature]*
 Name: Yoshihiro Hatsuno
 Title: Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this 14 day of August, 2020, Robin D. Bryant personally appeared Yoshihiro Hatsuno, a(n) Attorney-in-Fact and an Assistant Secretary, respectively, of 7-ELEVEN, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of August, 2020.

[Signature]
 (Notary signature)
Ivy Payton Baresh
 (typed or printed name)

(seal)



My commission expires: 6-19-2024


[SIGNATURE AND ACKNOWLEDGMENT PAGE OF BORROWER TO SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT]

WITNESS the following signatures and seals.

“BORROWER”

WDG WEST VALLEY CONVENIENCE, LLC,
a Utah limited liability company

By: _____



Name: Spencer H. Wright
Title: Manager

ACKNOWLEDGEMENT

STATE OF Utah _____

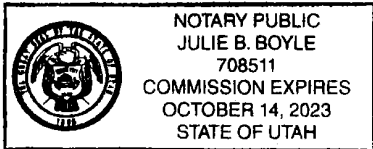
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COUNTY OF Davis _____

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Spencer H. Wright, an individual or the manager of WDG West Valley Convenience, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said entity and that he or she executed the same as the act of such entity for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of August, 2020.

(seal)



Julie B. Boyle
(Notary signature)

Julie B. Boyle
(typed or printed name)

My _____ commission expires: 10-14-2023

Exhibit A

Legal Description of the Premises

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line of 692.00 feet and North 0°00'50" West 40 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 0°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning.

Less and Excepting therefrom, the land conveyed to West Valley City by that certain Warranty Deed recorded May 19, 2003 as Entry No. 8654549 in Book 8799 at Page 4340 of Official Records, more particularly described as follows:

Beginning at a point on the existing North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 00°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°00'00" West 13.000 feet; thence North 89°59'10" East 131.872 feet along the new right-of-way line of 3500 South Street; thence South 00°08'47" East 13.006 feet to the existing North line of 3500 South Street; thence South 89°59'10" West 131.900 feet to the point of beginning.

Tax ID no. 14-26-476-032