



"W2551032"

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising
Attn: Real Estate Department
1775 North Warm Springs Road
Salt Lake City, UT 84116

E# 2551032 PG 1 OF 6
ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-NOV-11 4:14 PM FEE \$21.00 DEP JKC
REC FOR: HOME ABSTRACT

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of October, 2011, by and between Rocky Mountain Truck Parts dba Junkyard Jack's, LLC, a Utah Limited Liability Company, whose address is 3700 N. 2000 W. Farr West, Utah 84404 ("Landlord"); R.O.A. General, Inc., dba Reagan Outdoor Advertising, a Utah corporation, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, ("Tenant"); and KeyBank National Association and Small Business Administration ("Beneficiaries").

RECITALS

A. Beneficiaries will be the beneficiaries under a Deed of Trust or Mortgage (the "Trust Deed") identified as Entry No. 2546061 and a Subordination Agreement of the SBA identified as Entry No. 2547090 recorded in the Recorder's office, County of Weber, State of Utah, which Deed of Trust and Subordination will constitute a lien or encumbrance on that certain real property described on Exhibit A attached hereto and by this reference incorporated herein. The Trust Deed and Subordination Agreement and any other related documents may hereafter be referred as the "Loan Documents".

B. Tenant is the holder of a leasehold estate under a lease of Landlord's right in a portion of the real property described in Exhibit A (the "Demised Premises") pursuant to the terms of that certain lease agreement dated April 1, 2002, between Landlord, and Tenant (the "Lease").

C. Landlord, Tenant and Beneficiaries desire to establish and/or confirm certain rights, safeguards, obligations and priorities concerning their respective interests by means of the following Agreement.

1. Subject to the terms of this Agreement, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Trust Deeds, to all advances made or to be made under the Loan Documents, and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Loan Documents. Notwithstanding the foregoing, foreclosure of the Trust Deed, through judicial foreclosure, private trustee's sale or by any other manner, shall not result in a termination of the Lease and Tenant shall continue to have all rights thereunder,

including but not limited to the right to possession and occupancy of the Demised Premises, during the term of the Lease or any extensions thereof

2. Landlord hereby acknowledges that Beneficiaries may direct Tenant to pay all past due and future rents to Beneficiaries. Tenant shall, upon the receipt of notice from Beneficiaries that it is exercising such rights under the Loan Documents, have the obligation to pay all such past due and future rents to Beneficiaries. If the interests of Landlord shall be transferred to and owned by Beneficiaries through judicial foreclosure, private trustee's sale or other proceedings brought by Beneficiaries, or by any other manner, and Beneficiaries succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Beneficiaries under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant, with the same force and effect as if Beneficiaries were the Landlord under the Lease and Tenant hereby attorns to Beneficiaries as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Beneficiaries succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Beneficiary upon such attornment, to the extent of the then remaining balance of the term of the Lease and any duly exercised extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. If Beneficiaries shall succeed to the interest of Landlord under the Lease, Beneficiaries shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and any extensions, renewals, replacements or modifications thereof.

4. The term "Beneficiary" shall be deemed to include (a) Beneficiaries successors and assigns, and (b) anyone who shall have obtained title to the Demised Premises by, through or under judicial foreclosure or trustee's sale, or other proceedings brought pursuant to the Trust Deed, or deed in lieu of such foreclosure or proceedings, or otherwise.

5. Tenants right of first refusal pursuant to the Lease shall not apply with respect to the foreclosure of the Trust Deed, through judicial foreclosure, trustee's sale or by any other manner, however, such right of first refusal shall be applicable to any other sale of the Demised Premises, whether occurring before or after foreclosure of the Trust Deed, and shall be binding upon purchasers at the foreclosure sale and all subsequent owners of the Demised Premises.

6. This Agreement shall not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

7. This Agreement may be executed in several counterparts, and all counterparts, so executed, shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Breach of this Agreement by any party shall obligate such party for all costs and expenses incurred by any non-breaching party in connection with or in any way arising out of such breach, including reasonable attorneys' fees and costs.

10. References to Landlord or Tenant shall include their respective heirs, successors or assigns; provided, however, that nothing herein shall be construed as a removal of any prohibition of or limitation on assignment, transfer, alienation, sale, mortgage or other disposition of rights, interests, remedies or estates imposed by other instruments or agreements applicable to any of the parties.

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

KeyBank National Association

BENEFICIARY:

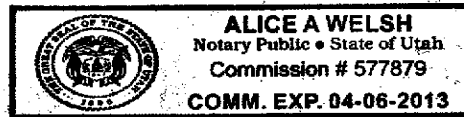
Travis Jensen
By Officer
Its Assistant Vice President

STATE OF UTAH)
(ss.
COUNTY OF WEBER)

On the 21st day of October, 2011, personally appeared before me, Travis Jensen who being duly sworn, did say that (s)he is the Assistant V.P. of KeyBank National Association, and that said instrument was signed in behalf of said CORPORATION by authority of a resolution of its Board of Directors; and said Travis Jensen acknowledged to me that the said Corporation executed the same.

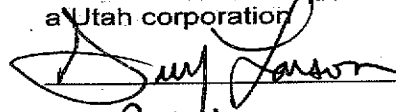
Alice A. Welsh
NOTARY PUBLIC

My Commission Expires 4/6/2013



TENANT:

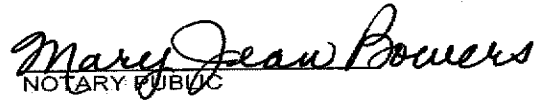
R.O.A. GENERAL, INC.,
a Utah corporation



By Guy Larson
Its REAL ESTATE MGR

STATE OF UTAH)
) (ss.
COUNTY OF DAVIS)

On the 21st day of October, 2011, personally appeared before me, Guy Larson who being duly sworn, did say that (s)he is the Real Estate Manager of R.O.A. GENERAL, INC., a Utah corporation, and that said instrument was signed in behalf of said CORPORATION by authority of a resolution of its Board of Directors; and said Guy Larson acknowledged to me that the said Corporation executed the same.


NOTARY PUBLIC

My Commission Expires
6/17/2013



Rocky Mountain Truck Parts, dba
Junkyard Jack's LLC

LANDLORD:

Michael C. Munsee
a Utah, limited liability company

By *Michael Munsee*
Its *Manager*

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 21st day of October, 2011, personally appeared before me Michael Munsee, Managing Member of Rocky Mountain Truck Parts, dba Junkyard Jack's LLC, the signer of the foregoing instrument, who duly acknowledged to me that (s)he executed the same on behalf of and with full authority of the Limited Liability Company.

Alice A. Welsh
NOTARY PUBLIC

My Commission Expires *4/6/2013*

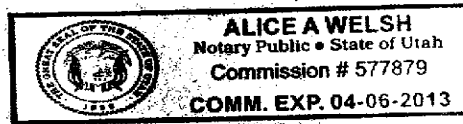
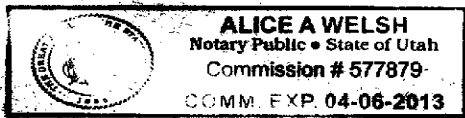


EXHIBIT "A"

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY U-84, WHICH IS WEST 1242.4 FEET ALONG THE SECTION LINE AND NORTH 20D52' WEST 1549.62 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 20D52' WEST ALONG SAID EAST LINE 535.35 FEET TO A POINT SOUTH 20D52' EAST 806.53 FEET FROM THE NORTH LINE OF SAID QUARTER SECTION, THENCE SOUTH 89D27' EAST 562.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE INTERSTATE HIGHWAY 15, THENCE SOUTH 18D09' EAST ALONG WEST RIGHT OF WAY LINE 521.56 FEET, THENCE NORTH 89D55'02" WEST 534.35 FEET TO THE POINT OF BEGINNING.

Tax Id. 19-011-0091 *A.S.*

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY U-84, SAID POINT BEING SOUTH 88D44'11" WEST 1240.90 FEET TO THE EAST LINE OF SAID STATE HIGHWAY U-84 AND NORTH 20D28'00" WEST 2085.60 ALONG SAID EAST LINE OF STATE HIGHWAY U-84 FROM THE SOUTHEAST CORNER OF SAID SECTION 23 AND RUNNING THENCE SOUTH 89D31'00" EAST 561.30 FEET, THENCE NORTH 18D12'19" WEST 100.00 FEET; THENCE SOUTH 80D20'09" WEST 537.69 FEET TO THE POINT OF BEGINNING.

Tax Id. 19-011-0144 *A.S.*