



W3023294

19390201M-5
AFTER RECORDING MAIL TO:

Name: SYMETRA LIFE INSURANCE COMPANY
Address: Mortgage Loan Department
PO Box 84066
Seattle, WA 98124-8466
Loan 7451

E# 3023294 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
17-Dec-19 0332 PM FEE \$40.00 DEP TN
REC FOR: OLD REPUBLIC TITLE (OREM)
ELECTRONICALLY RECORDED

DOCUMENT TITLE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

GRANTOR(S):

LANDLORD: 4SQUARE NORTH OGDEN, LLC, a Utah limited liability company

Additional names on page n/a of document.

GRANTEE(S):

TENANT: O'REILLY AUTO ENTERPRISES, LLC, a Delaware limited liability company

LENDER: SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

Additional names on page n/a of document.

ABBREVIATED LEGAL DESCRIPTOIN AS FOLLOWS:

Complete legal description is on last page of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

18-161-0001

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of DECEMBER 12, 2019 by and between Symetra Life Insurance Company ("Lender"), 4Square North Ogden, LLC, a Utah limited liability company ("Landlord") and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company (Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated as of May 14, 2018 (the "Lease"), covering certain premises generally described as 2596 North 300 East, North Ogden, UT 84414, more particularly described in Exhibit "A" attached to this Agreement (the "Property"); and

WHEREAS, Lender holds a mortgage dated December 12, 2019 given by Landlord on the Property (the "Mortgage"); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.

2. Subordination. Tenant hereby subordinates the Lease at all times and in all respects to the Mortgage and to all renewals, modifications and extensions thereof. The Lease is and shall at all times be subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, but Lender and Tenant agree that any foreclosure of the Mortgage shall not terminate the Lease.

3. Non-Disturbance. Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.

4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in and to the Property or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder shall continue in full force and effect and shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Lease term thereof with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and

self-operative without the execution of any other instruments on the part of Lender or Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

- (i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;
- (ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or
- (iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall

be sent to all parties hereunder. Tenant shall be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Utah.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]

LANDLORD:

4SQUARE NORTH OGDEN, LLC,
a Utah limited liability company

By: [Signature]
Christian W. Forsyth, its Manager

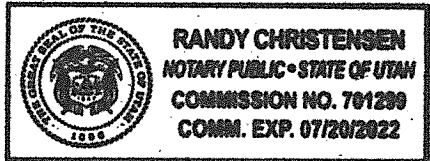
By: [Signature]
Natalie Forsyth, its Manager

(Signatures must be acknowledged)

STATE OF UTAH }
COUNTY OF Box Elder } ss.

The foregoing Security Instrument was acknowledged before me this 3 day of December, 2019, by Christian W. Forsyth, as Manager of 4Square North Ogden, LLC, a Utah limited liability company.

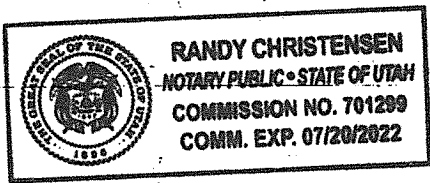
[Signature]
NOTARY PUBLIC
residing at Box Elder
My commission expires: 7/20/2022



STATE OF UTAH }
COUNTY OF Box Elder } ss.

The foregoing Security Instrument was acknowledged before me this 3 day of December, 2019, by Natalie Forsyth, as Manager of 4Square North Ogden, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
residing at Box Elder
My commission expires: 7/20/2022



TENANT:

O'Reilly Auto Enterprises, LLC
a Delaware limited liability company

12/12/19
[Date]

233 South Patterson
Springfield, MO 65802
[Address]

By: *Carol E. Kirkman*
Name: Carol E. Kirkman
Title: Director of Property Management
and ADA Compliance

TENANT ACKNOWLEDGEMENT

STATE OF MISSOURI §
 §
COUNTY OF GREENE §

This instrument was acknowledged before me on the 12th day of December, 2019 by Carol E. Kirkman, the Director of Property Management and ADA Compliance of O'Reilly Auto Enterprises, LLC, a Delaware limited liability company on behalf of said company.

Sandra L. Haynes
Notary Public, State of Missouri

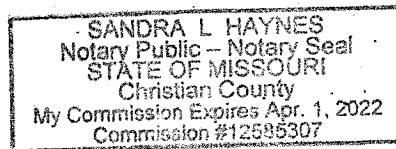


EXHIBIT A

File No.: 1939020HM-5

LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN WEBER COUNTY, STATE OF UTAH, LEGALLY DESCRIBED BELOW:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2600 NORTH STREET, SAID POINT BEING NORTH 89°41'30" WEST 805.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF 2550 NORTH STREET AND NORTH 00°19'43" EAST 602.13 FEET FROM THE SOUTHEAST CORNER OF LOT 48, PLAT 'B', NORTH OGDEN SURVEY, SAID POINT ALSO BEING NORTH 00°15'00" EAST ALONG THE CENTERLINE OF WASHINGTON BOULEVARD 6108.39 FEET AND SOUTH 88°51'10" WEST 870.79 FEET FROM THE OGDEN CITY SURVEY MONUMENT IN THE INTERSECTION OF WASHINGTON BOULEVARD AND 1700 NORTH STREET; AND RUNNING THENCE NORTH 88°51'10" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 2600 NORTH STREET 193.01 FEET; THENCE SOUTH 01°06'46" EAST 200.01 FEET; THENCE SOUTH 88°51'10" WEST 221.86 FEET TO THE EAST RIGHT-OF-WAY LINE OF 300 EAST STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF 300 EAST STREET THE FOLLOWING TWO (2) COURSES: NORTH 00°19'43" EAST 174.08 FEET; THENCE NORTH 42°09'42" EAST 35.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN ACCESS, UTILITIES, AND PARKING EASEMENT AGREEMENT WHICH RECORDED MARCH 27, 2018 AS ENTRY NO. 2911890, ON FILE IN THE OFFICE OF THE WEBER COUNTY RECORDED, STATE OF UTAH

LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 (2600 NORTH STREET) KNOWN AS PROJECT NO. F-0235(20)3, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOT 1, BARKER DEPOT, A SUBDIVISION RECORDED AS ENTRY NO. 2992361, BOOK 85, PAGE 95 OF PLATS, IN THE NE1/4 NE1/4 OF SECTION 32, T.7N., R.1W., S.L.B.&M. AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 2, 2019 AS ENTRY NO. 3019917 ON FILE IN THE OFFICE OF THE WEBER COUNTY RECORDED, STATE OF UTAH:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; AND RUNNING THENCE S01°06'46"E 5.27 FEET ALONG THE EASTERLY LOT LINE OF SAID LOT 1 TO A POINT IN A 2,951.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (NOTE: CENTER BEARS S02°35'21"W); THENCE WESTERLY ALONG THE ARC OF SAID CURVE 115.64 FEET THROUGH A DELTA OF 02°14'41" (NOTE: CHORD TO SAID CURVE BEARS N88°32'00"W FOR A DISTANCE OF 115.63 FEET) TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING HIGHWAY STATE ROUTE 134 (2600 NORTH STREET) SAID POINT IS 55.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 101+59.30; THENCE N88°51'10"E 115.51 FEET ALONG SAID SOUTHERLY

RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 261 SQUARE FEET OR 0.006 ACRE IN AREA, MORE OR LESS.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°54'30" CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

The following is for informational purposes only:
Tax ID No. 18-161-0001