

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising
c/o Real Estate Department
1775 N. Warm Springs Road
Salt Lake City, Utah 84116
01459-28058

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

16-06-402-017

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made and entered into this 18th day of JANUARY, 2019, by and among W.D. of HILL MANOR, LLC, whose address is 1178 W LEGACY CROSSING BLVD, CENTREVILLE, UT 84014 ("Landlord"); R.O.A. General, Inc., a Utah corporation, dba Reagan Outdoor Advertising, whose address is 1775 N. Warm Springs Road, Salt Lake City, Utah 84116 ("Tenant"); and SSFCU, whose address is 15000 IH-10 WEST, SAN ANTONIO, TX 78247 ("Lender").

RECITALS

A. Lender is or will be the beneficiary under a Deed of Trust (the "Trust Deed") to be recorded in the Recorder's office, County of Salt Lake, Utah, which Deed of Trust will constitute a lien or encumbrance on certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. Tenant is a tenant of the Property pursuant to a Lease Agreement dated January 15, 2003, between Landlord and Tenant (the "Lease").

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

TERMS OF AGREEMENT

1. **Subordination.** 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 Deed.

2. **Non-Disturbance.** Tenant's possession and occupancy of the Property shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.

3. **Attornment.** If the interests of Landlord shall be transferred to and owned by Lender through judicial foreclosure, private trustee's sale or other proceedings brought by Lender, or by any other manner, and Lender succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender 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 Lender were the Landlord under the Lease and

Tenant hereby attorns to Lender as its Landlord. The respective rights and obligations of Tenant and Lender 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 in the Lease, the terms of which are incorporated into this Agreement by reference with the same force and effect as if set forth herein.

4. **Limitation on Lender's Liability.** If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that Lender shall not be liable for any act or omission of any prior landlord (including Landlord).

5. **Payments to Lender.** Landlord hereby acknowledges that upon its receipt of written notice that it is in default under the Trust Deed or the Note secured thereby, Lender may direct Tenant to pay all past due and future rents to Lender. Tenant shall, upon the receipt of notice from Lender that it is exercising such rights under the Trust Deed, shall pay all future rents to Lender until it receives contrary instructions from Lender.

6. **Notification to Lender.** Tenant agrees to notify Lender of any breach or default by Landlord under the Lease and offer Lender the opportunity to cure such breach or default; and not to pursue any action or exercise any legal right or remedy that Tenant may have to terminate the Lease because of such breach or default for a period of thirty (30) days following the later of: (1) expiration of the grace period, if any, which Landlord is given to cure such default pursuant to the Lease; and (ii) the date upon which notice of such default was actually received by Lender. Tenant further agrees that it will not exercise any right or remedy which it may have to terminate the Lease because of a breach or default which Lender has failed to cure or cause to be cured within the aforementioned thirty (30) day period if the breach or default is one that can be cured, but cannot with due diligence be cured prior to the expiration of said thirty (30) day period, if Lender gives notice of its intent to cure or cause such breach or default to be cured prior to the expiration of said thirty (30) day period, and thereafter proceeds promptly with and prosecutes with all due diligence the curing of such breach or default.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. The obligations and duties of Lender hereunder shall apply to Lender's successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale, or other proceedings brought pursuant to the Deed of Trust, or deed in lieu of such foreclosure or proceedings, or otherwise.

8. **Amendments in Writing.** 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.

9. **Counterparts.** 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.



TENANT:

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

By: *Guy Larson*
Its: Real Estate Manager

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day of February, 2019, by Guy Larson, the Real Estate Manager of R.O.A. General, Inc., on behalf of said company.



[Signature]
Notary Public

LANDLORD:

Spencer H. Wright

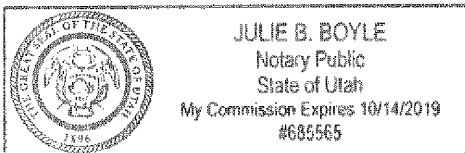
By: *Spencer H. Wright*
Its: MANAGER

STATE OF Utah)

ss.

COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by Spencer H. Wright, the Manager of WOG Hill Manor, on behalf of said company.



Julie B. Boyle
Notary Public

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01459-28058

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Parcel 1:

Commencing 140 feet East and 171 feet North of the Southwest corner of Lot 3, Block 37, Plat "B", Salt Lake City Survey; and running thence North 40 feet; thence West 128 feet; thence South 40 feet; thence East 128 feet to the place of commencement.

Also: Commencing 25 feet West of the Southeast corner of said Lot 3 and running thence West 93-1/3 feet; thence North 159 feet; thence East 93-1/3 feet; thence South 159 feet to the place of commencement.

Less and excepting therefrom any portion lying within the following described property: Commencing at the Southwest corner of Lot 3, Block 37, Plat B, Salt Lake City Survey, thence East 46-2/3 feet; thence North 178 feet; thence West 46-2/3 feet; thence South 178 feet to beginning.

Parcel 2:

Commencing at a point 178 feet North of the Southeast corner of Lot 4, Block 37, Plat "B", Salt Lake City Survey, and running thence North 33 feet; thence East 12 feet; thence South 33 feet; thence West 12 feet to the place of commencement.

Also: Commencing at a point 140 feet East and 159 feet North of the Southwest corner of Lot 3, Block 37, Plat "B", Salt Lake City Survey, and running thence West 93-1/3 feet; thence North 12 feet; thence East 93-1/3 feet; thence South 12 feet to the place of commencement.

Parcel 1A:

Subject to a right of way; Commencing 178 feet North of the Southeast corner of Lot 4, Block 37, Plat "A", Salt Lake City Survey; and running thence East 140 feet; thence North 14 feet; thence West 140 feet; thence South 14 feet to the place of commencement.

Parcel 1B:

Subject to and together with a right of way over: Commencing 140 feet East and 159 feet North of the Southwest corner of said Lot 3, and running thence West 140 feet; thence North 132 feet; thence East 12 feet; thence South 120 feet; thence East 128 feet; thence South 12 feet to the place of commencement.

Tax ID Number: 16-06-402-017