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09/23/2024 02:25 PM By: tpham Fees: \$78.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

AFTER RECORDING, MAIL TO:

Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
Attention: Sarah M. Armendariz, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(Crossroads 14 & RPX — Taylorsville, UT — Theatre No. 45-1426)

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), dated as of the 10th day of September, 2024 by and among **GUGGENHEIM REAL ESTATE, LLC**, a Delaware limited liability company ("Lender"), **REGAL CINEMAS, INC.**, a Tennessee corporation ("Tenant"), and **CR TAYLORSVILLE, LLC**, a Delaware limited liability company ("Landlord" or "Borrower").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property more particularly described on Exhibit A attached hereto ("Property"); and

WHEREAS, Tenant, pursuant to that certain lease with Landlord, as successor in interest, dated December 18, 2015, as may have been amended ("Lease"), currently leases a portion of the Property which contains a fourteen (14) screen movie theatre consisting of approximately 60,393 square feet of leasable area ("Premises"), said Premises being more particularly described in the Lease; and

WHEREAS, Lender asserts that it has made a loan ("Loan") to Landlord, secured by a mortgage or deed of trust encumbering the Property on which the Premises is located ("Mortgage"); and

WHEREAS, Tenant, Lender and Landlord desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree and covenant as follows:

1. Subordination. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subordinate in all respects to the lien of the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Tenant Not to be Disturbed. So long as Tenant is not in default (beyond any period given Tenant under the Lease to cure such default) in the payment of rent or other sums payable by Tenant under the Lease or in the performance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed, (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 Lender or its successors, and Tenant's occupancy of the Premises shall not be disturbed by Lender or its successors during the term of the Lease or any such extensions or renewals thereof, and (ii) Lender or its successors will not join Tenant as a party defendant.

in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. In the event that Lender succeeds to the interest of Landlord under the Lease and/or to title to the Premises, as the result of foreclosure, by accepting a deed to the Premises in lieu of foreclosure, or otherwise, or a third party succeeds to the interest of Landlord, by purchase of the Premises at foreclosure, directly from Lender, or otherwise, then Tenant and Lender or such third party shall be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after such event, Tenant and Lender or such third party shall have the same remedies against one another for the breach of a term, covenant or condition contained in the Lease as Tenant and Landlord had before Lender or such third party succeeded to the interest of Landlord, provided, however, that Lender or such third party shall not be:

a. liable for any act or omission of any prior landlord (including Landlord) except to the extent that Lender was furnished prior written notice and opportunity to cure the same in accordance with the provisions of this Agreement and the Lease; or

b. subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except to the extent such offset or defense relates to any actions or omissions of any prior landlord (including Landlord) for which Lender was furnished prior written notice and an opportunity to cure in accordance with the provisions of this Agreement and the Lease; or

c. bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord); or

d. liable for repayment of any security deposit not actually paid to Lender.

e. bound by any material modification or amendment of the Lease (where, for purposes of this subsection (e), "material" shall be deemed to include, without limitation, reduction in the size of the Premises, reduction in the rent payable to Landlord, or reduction in the term of the Lease), or any waiver of the terms of the Lease made without Lender's written consent, not to be unreasonably withheld.

In the event that Lender or such third party succeeds to the interest of Landlord under the Lease and/or title to the Premises, nothing contained in this Agreement shall be construed to relieve Lender or such third party of the obligation to remedy any then-existing condition which would be a default under the Lease, provided Lender or such third party successor has been provided with prior written notice and an opportunity to cure in accordance with subsection 3(a) above, or if in possession of the Premises, has been provided notice to and an opportunity to cure pursuant to the requirements of the Lease.

4. Notice and Lender's Right to Cure.

a. Lender shall be permitted and shall have the option, in its sole and absolute discretion, to cure any default of Landlord during the period of time during which Landlord would be permitted to cure such default under the Lease.

b. Tenant will endeavor to provide Lender with copies of any notice of default of Landlord in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, at the addresses listed herein below. The failure of Tenant to provide any such notice to Lender shall not affect the validity of Landlord's default or effect of Tenant's notice.

If to Lender: GUGGENHEIM REAL ESTATE, LLC
c/o Guggenheim Partners Investment Management, LLC
100 Wilshire Boulevard, Suite 500
Santa Monica, California 90401
Attention: Head of Real Estate
E-Mail: GREPortfolio@guggenheimpartners.com

With a copy to: Guggenheim Real Estate, LLC
c/o Guggenheim Partners Investment Management, LLC
1 N. Brentwood Boulevard, Suite 910
St. Louis, Missouri 63105
Attention: Jennifer A. Marler
E-Mail: Jennifer.Marler@guggenheimpartners.com

And: Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
Attention: Sarah M. Armendariz
Email: sarah.armendariz@dentons.com

If to Tenant: REGAL CINEMAS, INC.
do Regal Entertainment Group
101 E. Blount Avenue
Knoxville, Tennessee 37920
Attn: Real Estate Department

If to Landlord: c/o Continental Realty Corporation
1427 Clarkview Road, Suite 500
Baltimore, MD 21209
Attn: Nicole Brickhouse, Director of Capital Markets
Email: nicole.brickhouse@crcrealty.com

With a copy to: Continental Realty Corporation
1427 Clarkview Road, Suite 500
Baltimore, MD 21209
Attn: General Counsel

5. Assignment of Lease and Rents. Landlord and Lender represent that the Lease and the rents and all other sums due under the Lease have been assigned to Lender as security for the Loan. In the event Lender notifies Tenant of the occurrence of a default under the Loan and demands that Tenant pay its rent directly to Lender, Tenant agrees to honor such demand, provided that such notice from Lender is in writing and is accompanied by a completed and signed IRS Form W-9 for the appropriate payee. Landlord agrees that any and all payments made by Tenant pursuant to the foregoing shall be credited against Tenant's rental obligations under the Lease regardless of whether Lender had the right to make such demand and regardless of any contrary demands which may hereafter be made by Landlord.

6. Modifications to be in Writing. This Agreement may be modified only in writing signed by the parties or their respective successors in interest.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successors and assigns, it being expressly understood that all references to Lender shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

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8. Lender's Liability. Notwithstanding anything to the contrary contained herein, Lender or other third party succeeding to the interest of Landlord under the Lease, by purchase of the Premises at foreclosure, directly from Lender, or otherwise, shall have the same limitations on liability as may be granted to Landlord under the Lease.

9. Effectiveness of Agreement. The execution of this Agreement by Tenant shall be null and void and not legally binding upon Tenant unless on or before September 30, 2024, one of the counterpart originals of this Agreement bearing original signatures by all parties hereto is delivered to Tenant at 101 E. Blount Avenue, Knoxville, Tennessee 37920, Attn: Real Estate Counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Signatures and Acknowledgments to follow]

LENDER:

**GUGGENHEIM REAL ESTATE, LLC,
a Delaware limited liability company**

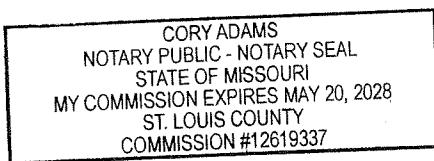
By:

Jennifer A. Marler, Authorized Signer

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I HEREBY CERTIFY, that on August 20, 2024 before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared JENNIFER A. MARLER, in her capacity as the Authorized Signer, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public

Print Name

TENANT:

REGAL CINEMAS, INC., a Tennessee corporation

By: Todd S. Boruff
Todd S. Boruff
Title: President

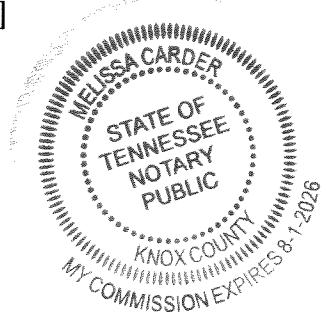
Tenant Acknowledgment

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Before me, a Notary Public in and for said county and state, personally appeared Todd S. Boruff, personally known to me to be the President of **REGAL CINEMAS, INC.**, a Tennessee corporation and acknowledged that he, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this the 9th day of September, 2024.

[SEAL]



Melissa Carden
Notary Public
My commission expires: 8/1/2026

Crossroads, UT #1426
SNDA – Sept 2024
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BORROWER:

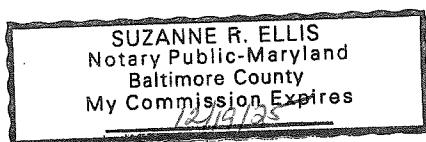
CR TAYLORSVILLE, LLC,
a Delaware limited liability company

By: Haley Donato
Name: Haley Donato
Title: Vice President

STATE OF MARYLAND)
COUNTY OF BALTIMORE)
) SS.

I HEREBY CERTIFY, that on August 20, 2024 before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Haley Donato, in their capacity as the Vice President, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.



Suzanne R. Ellis

Exhibit A

Legal Description

[To be inserted/attached]

Real property in the City of Taylorsville, County of Salt Lake, State of Utah, described as follows:

Parcel A1:

MIDVALLEY SOUTH PHASE:

Beginning at a point on the West right of way line of Redwood Road, said Point being North 00 degrees 02'55" West 247.50 feet along center of Section line and South 89 degrees 56'25" West 53.00 feet from the center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00 degrees 02'55" West 995.739 feet along said West right of way line of Redwood Road; thence South 89 degrees 55'04" West 1123.00 feet along the South right of way line of 5600 South Street; thence South 00 degrees 02'55" East 474.57 feet along the East right of way line of 1900 West Street; thence South 89 degrees 56'25" West 45.00 feet; thence South 00 degrees 02'55" East 338.23 feet; thence South 89 degrees 56'25" West 477.25 feet, thence South 00 degrees 02'55" East 430.00 feet to the center of Section line of said Section 15; thence South 89 degrees 56'25" West 40.82 feet along said centerline of Section to the Northerly right of way line of the I-215 Freeway; thence South 67 degrees 15'40" East 138.90 feet along said I-215 right of way line; thence south 76 degrees 43'15" East 375.07 feet continuing along said I-215 right of way line; thence Southeasterly 326.07 feet continuing along said I-215 right of way line and a 1045.92 foot radius curve to the left; thence North 84 degrees 06'21" East 873.31 feet continuing along said I-215 right of way line to said West right of way line of Redwood Road; thence North 00 degrees 02'55" West 316.62 feet to the point of beginning.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-176-010, 21-15-176-013, 21-15-176-014 (now part of 21-15-176-024), 21-15-176-016, 21-15-176-017, 21-15-176-020 (now part of 21-15-176-024), 21-15-176-021, 21-15-176-022, 21-15-176-023, 21-15-151-030, 21-15-151-031, 21-15-327-002 and 21-15-327-003

Parcel A2:

MIDVALLEY NORTH PHASE:

Beginning at a point on the South Line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the West line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the West line of Redwood Road to the North line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the North line of 5600 South Street to the East line of 1900 West Street; thence along the East line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence Northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right, (chord bears North 09 degrees 17'35" East 162.32 feet); thence Northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left, (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 Degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: Northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left, (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence Northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right, (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-126-048, 21-15-126-049, 21-15-126-050, 21-15-126-056, 21-15-126-057, 21-15-126-058, 21-15-126-059 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-060, 21-15-126-061

(now part of 21-15-126-071 and 21-15-126-072), 21-15-126-062 and 21-15-126-063

Parcel A3:

MIDVALLEY NORTH PHASE (WEST PART):

Beginning at a point on the South right of way line of 5400 South Street and West right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.832 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said West right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence Southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right, (chord = South 9 degrees 18'43" West 162.997 feet), to a point of reverse curve; Thence Southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left, (chord = South 9 degrees 17'38" West 183.744 feet); Thence South 00 degrees 02'55" East 404.84 feet; Thence South 89 degrees 56'22" West 82.94 feet; Thence North 00 degrees 04'29" West 1351.11 feet, to and along the East line of Hew-Wood Estates No. 2 and No. 1.

Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said South right of way line of 5400 South Street; Thence North 89 degrees 53'41" East 64.10 feet, along said South right of way line; Thence Northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said South right of way line; Thence South 45 degrees 13'56" East 18.43 feet, continuing along said South right of way line, more or less, to the point of beginning.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-127-001, 21-15-127-002, 21-15-127-003 and 21-15-127-004

PARCEL B:

Together with a Non-Exclusive Easement as set forth in Reciprocal Declaration of Covenant, and the terms and conditions therein, by and between HARMON CITY, INC., a Utah Corporation and HERMES ASSOCIATES, LTD., a Utah Limited Partnership, recorded June 17, 1992, as Entry No. 5275382, in Book 6472, at Page 1013 of Official Records.

PARCEL C:

Together with a Non-Exclusive Easement for ingress, egress and parking over and upon parking and common areas as provided for in:

Declaration of Restrictions and Grant of Easements, recorded June 30, 1981, as Entry No. 3580638, in Book 5265, at Page 1688;

by Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded September 25, 1981, as Entry No. 3608494, in Book 5296 at Page 434;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded December 30, 1985, as Entry No. 4182363, in Book 5722 at Page 924;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 15, 1986, as Entry No. 4189540, in Book 5727 at Page 2985;

Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 12, 1987, as Entry No. 4243664, in Book 5765 at Page 2527;

and Third Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 1, 1987, as Entry No. 4448700, in Book 5912 at Page 376; all of Official Records.

PARCEL D:

Together with those certain Non-Exclusive access easement(s) as provided in the following:

a) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149644, in Book 9027, at Page 1254, of Official Records.

b) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149645, in Book

9027, at Page 1268, of Official Records.

c) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346731, in Book 9117, at Page 945, of Official Records.

d) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346732, in Book 9117, at Page 963, of Official Records.

PARCEL E:

Together with those certain Non-Exclusive access easement(s) as provided in the following:

a) Declaration of Restrictions and Grant of Easements, recorded February 14, 1985 as Entry No. 4050701 in Book 5629 at Page 2212, of Official Records.

b) Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded July 22, 1986, as Entry No. 4282574, in Book 5793 at Page 1801, of Official Records.

c) Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 17, 1992, as Entry No. 5184473, in Book 6399 at Page 677, of Official Records.

Said property is also known by the street address of:

Parcel A1:

MIDVALLEY SOUTH PHASE:

5604, 5608, 5610, 5612, 5614, 5616, 5624, 5626, 5628, 5640, 5642, 5644, 5646, 5658, and 5666 South Redwood Road, Taylorsville, UT 84123;
5670 South Redwood Road, Taylorsville, UT 84123;
5678 South Redwood Road, Taylorsville, UT 84123;
5682 South Redwood Road, Taylorsville, UT 84123;
5684 South Redwood Road, Taylorsville, UT 84123;
5718 South 1900 West, Taylorsville, UT 84123;
5748 South Redwood Road, Taylorsville, UT 84123;
5750 South Redwood Road, Taylorsville, UT 84123;
5766 South 1900 West, Taylorsville, UT 84123;
5770 South Redwood Road, Taylorsville, UT 84123;
5780 South 1900 West, Taylorsville, UT 84123;
5800 South Redwood Road, Taylorsville, UT 84123;

Parcel A2:

MIDVALLEY NORTH PHASE:

1899 West 5400 South, Taylorsville, UT 84123;
1855 West 5400 South, Taylorsville, UT 84123;
1837 West 5400 South, Taylorsville, UT 84123;
1875 West 5400 South, Taylorsville, UT 84123;
1847 West 5400 South, Taylorsville, UT 84123;
5516 South Redwood Road, Taylorsville, UT 84123;
5564 South Redwood Road, Taylorsville, UT 84123;
5576 South Redwood Road, Taylorsville, UT 84123;
5578 South Redwood Road #A-D, Taylorsville, UT 84123;
5584 South Redwood Road, Taylorsville, UT 84123;
5596 South Redwood Road, Taylorsville, UT 84123;

Parcel A3:

MIDVALLEY NORTH PHASE (West Part):

5418 South 1900 West, Taylorsville, UT 84123;

5486 South 1900 West, Taylorsville, UT 84123;
5536 South 1900 West, Taylorsville, UT 84123;
5558 South 1900 West, Taylorsville, UT 84123.