

STATE OF UTAH

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

COUNTY OF IRON

THIS AGREEMENT made and entered into this 25 day of July, 2016, by and among **T & N PAROWAN, LLC**, a Utah limited liability company, whose address is: 444 N. 7200 W., Mendon, Utah 84325, ("Landlord"), **MOUNTAIN AMERICAN FEDERAL CREDIT UNION**, whose address is: Attn: David L. Poulson, VP, 7167 Center Park Drive, West Jordan, Utah 84084, ("Lender"), and **FAMILY DOLLAR, INC.**, a North Carolina corporation, whose address is: Post Office Box 1017, Charlotte, North Carolina 28201-1017, ("Tenant");

WITNESSETH:

A. Tenant entered into Lease Agreement dated January 20, 2014, as amended by First Amendment to Lease Agreement dated July 29, 2014, (the "Lease") with Landlord for premises located at 590 N. Main Street, in the City Parowan, County of Iron, State of Utah, demised to Tenant (the "Demised Premises") as shown on the site plan attached as Exhibit A to the Lease which is incorporated herein by reference.

B. Lender intends to make a loan to Landlord to be secured by a mortgage or deed of trust (the "Mortgage") on the demised premises.

C. Tenant and Lender desire to confirm their agreement with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, the nonperformance of which would entitle Landlord to terminate the Lease, (i) Tenant's possession of the demised premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the demised premises shall not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

3. If the interest of Landlord shall be acquired by Lender or by anyone claiming an interest in the Demised Premises by or through Lender including any purchaser at a foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure, then Tenant and Lender or such Successor Landlord shall be bound to each other under all of the terms of the Lease for the balance of the term thereof remaining including any extensions or renewals thereof elected by Tenant, with the same force and effect as if Lender or such Successor Landlord were the Landlord under the Lease and Tenant hereby attorns to Lender or such Successor Landlord as the Landlord under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender or to such Successor Landlord until Tenant has received written notice from Lender or such Successor Landlord that it has acquired the interest of the Landlord in the Demised Premises, which notice shall be accompanied by reasonable documentation evidencing such acquisition. The respective rights and obligations of Tenant and Lender or such Successor Landlord upon such attornment shall be as set forth in the Lease, including Tenant's right to such rent credits, if any, for leasehold improvements as are described in the Lease, it being the intention of the parties for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

4. Landlord hereby agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with said instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand shall be deemed to be payments to Landlord pursuant to the Lease.

5. This Agreement will automatically expire upon the occurrence of either of the following: (i) The term of the Lease will expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage will be paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has an interest in the Demised Premises and the Mortgage will be released of record.

6. This Agreement may not be cancelled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors. This Agreement is contingent upon full execution by all parties, with a fully executed copy returned to Tenant within thirty (30) days of the date hereinabove written. In the event a fully executed copy has not been returned to Tenant within said period, Tenant's execution hereon shall be considered revoked and this Agreement shall be null and void and of no further force or effect as to Tenant.

7. This Agreement and the rights and obligations hereunder of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors and assigns.

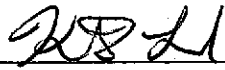
**00692617 B: 1364 P: 1441**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

LANDLORD  
T & N PAROWAN, LLC,  
a Utah limited liability company

\_\_\_\_\_

By: 

Name: KURT LUND

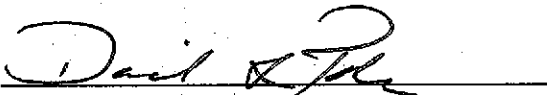
Title: MANAGER

Attest:

LENDER  
MOUNTAIN AMERICA ~~FEDERAL~~ CREDIT  
UNION

Secretary

\_\_\_\_\_

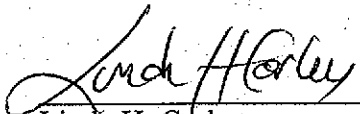
By: 

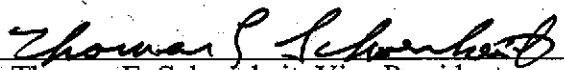
Name: David C. Tolson

Title: V.P.

ATTEST:

TENANT  
FAMILY DOLLAR, INC., a North Carolina  
corporation

  
Linde H. Carley  
Assistant Secretary

By:   
Thomas E. Schoenheit, Vice President

00692617 B: 1364 P: 1442

STATE OF UTAH

NOTARY

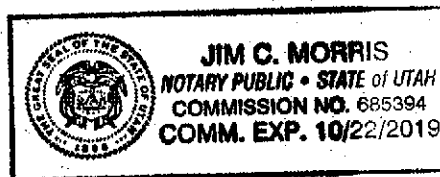
COUNTY Davis

I, JIM C. MORRIS, a Notary Public in and for the aforesaid State and County, do hereby certify that KURTIS Y. LUMM personally appeared before me this day and that by the authority duly given and on behalf of **T & N PAROWAN, LLC**, a Utah limited liability company, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9 day of Sept., 2016.

J C MORRIS, Notary Public

My Commission Expires: 10-22-19



STATE OF Utah

NOTARY

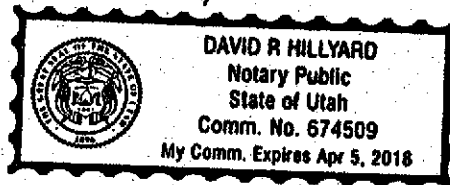
COUNTY OF Salt Lake

I, David R Hillyard, a Notary Public in and for the aforesaid State and County, do hereby certify that David L. Foulton personally appeared before me this day and that by the authority duly given and on behalf of **MOUNTAIN AMERICAN FEDERAL CREDIT UNION**, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 16 day of August, 2016.

David R Hillyard, Notary Public

My Commission Expires: April 5, 2018



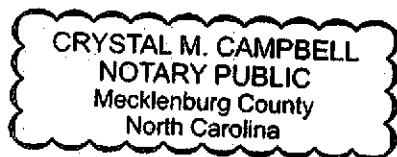
STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Crystal M. Campbell, a Notary Public in and for the aforesaid State and County, do hereby certify that **THOMAS E. SCHOENHEIT** and **LINDE H. CARLEY**, Vice President and Assistant Secretary, respectively, of **FAMILY DOLLAR, INC.**, a North Carolina corporation, personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 25 day of July,  
2016.



  
Crystal M. Campbell, Notary Public

My Commission Expires:  
January 6, 2018

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

00692617 B: 1364 P: 1444

EXHIBIT A  
LEGAL DESCRIPTION

The following real property located in the County of <sup>IRON</sup>Beaver, State of Utah:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 46, PLAT B, PAROWAN CITY SURVEY, SAID POINT OF BEGINNING BEING NORTH 89°36'52" WEST 1922.17 FEET AND SOUTH 00°35'24" EAST 391.30 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 00°35'24" WEST ALONG THE EAST LINE OF MAIN STREET 292.18 FEET TO A POINT SOUTH 00°35'24" EAST 99.12 FEET FROM THE NORTHWEST CORNER OF LOT 3, SAID BLOCK 46; THENCE DEPARTING SAID RIGHT OF WAY AND BLOCK LINE RUNNING SOUTH 89°37'14" EAST 198.19 FEET; THENCE SOUTH 00°35'34" EAST ALONG THE LOT LINE 336.37 FEET TO A POINT AT THE CENTERLINE OF 600 NORTH; THENCE SOUTH 00°34'06" EAST 187.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 91; THENCE SOUTH 53°28'28" WEST ALONG SAID RIGHT OF WAY 165.11 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, BLOCK 43; THENCE SOUTH 89°25'16" WEST 64.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND A POINT ON THE EAST RIGHT OF WAY OF MAIN STREET; THENCE NORTH 00°34'33" WEST ALONG THE EAST LINE OF MAIN STREET 284.32 FEET TO A POINT AT THE CENTERLINE OF 600 NORTH STREET; THENCE NORTH 00°35'24" WEST 47.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PERPETUAL, PERMANENT, NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE FOLLOWING AS CREATED BY "RECIPROCAL EASEMENT AGREEMENT" RECORDED April 07, 2014 AS ENTRY NO. 655582 IN BOOK/PAGE 1287/942.

BEGINNING AT THE NORTH ¼ CORNER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M; THENCE NORTH 89°36'52" WEST ALONG THE SECTION LINE 1723.98 FEET; THENCE SOUTH 0°35'34" EAST 435.47 FEET; THENCE SOUTH 0°34'06" EAST 147.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°25'24" EAST 15.70 FEET; THENCE SOUTH 0°34'06" EAST 27.39 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OLD HIGHWAY 91; THENCE SOUTH 53°28'28" WEST ALONG SAID RIGHT OF WAY LINE 38.79 FEET; THENCE NORTH 0°34'06" WEST 50.17 FEET; THENCE NORTH 89°25'54" EAST 15.70 FEET TO THE TRUE POINT OF BEGINNING.