

WHEN RECORDED, RETURN TO:

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

Ratified: 19491 CH

12980226
5/2/2019 11:27:00 AM \$19.00
Book - 10776 Pg - 5469-5473
RASHELLE HOBBS
Recorder, Salt Lake County, UT
REAL ADVANTAGE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 5 P.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made and entered into this 29 day of MARCH, 2019, by and among Mai LLC, a Utah limited liability company whose address is 722 South State Street, Salt Lake City, Utah 84111 ("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 Mountain America Federal Credit Union, whose address is 9800 South Monroe Street, Sandy Utah 84070 ("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, State of 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 SEPTEMBER 23, 2002, 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. **Deleted.**

8. **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.

9. **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.

10. **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.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. **Attorneys' Fees.** 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.

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

LENDER:

MOUNTAIN AMERICA FEDERAL CREDIT UNION

By: David L. Poulson

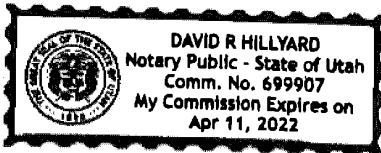
Its: V.P.

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of April, 2019, by David L. Poulson, the V.P. of Mountain America Federal Credit Union, on behalf of said company.



David R. Hillyard
Notary Public

TENANT:

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

By: Guy Larson

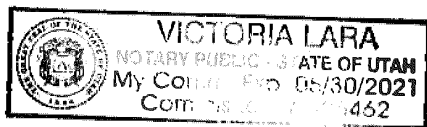
Its: Real Estate Manager

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29 day of MARCH, 2019, by Guy Larson, the Real Estate Mgr of R.O.A. General, Inc., on behalf of said company.



Victoria Lara
Notary Public

[Handwritten Signature]

LANDLORD:

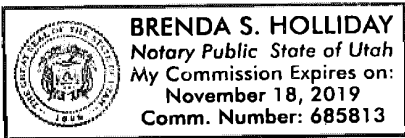
MAI LLC, A UTAH LIMITED LIABILITY COMPANY

By: [Signature]

Its: MANAGER

STATE OF UTAH)
COUNTY OF SALT LAKE)^{SS.}

The foregoing instrument was acknowledged before me this 1st day of MAY, 2019, by MAI NGUYEN, the MANAGER of Mai LLC, a Utah limited liability company, on behalf of said company.



[Signature]
Notary Public

Escrow File No.: 19491CH

EXHIBIT "A"

Beginning at the Northeast corner of Lot 8, Block 16, Plat "A", Salt Lake City Survey, and running thence South 198.75 feet; thence West 121 feet; thence North 33.75 feet; thence West 44 feet more or less; thence North 49.5 feet; thence East 82.5 feet; thence North 115.5 feet; thence East 82.5 feet to the point of beginning.

Together with a right of way over the following: Beginning 72.5 feet East from the Northwest corner of Lot 8 and running thence East 10 feet; thence South 115.5 feet; thence West 10 feet; thence North 115.5 feet to the point of beginning.

Parcel No. 16-07-103-021