

11539579
12/19/2012 2:36:00 PM \$25.00
Book - 10089 Pg - 5923-5928
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising
Attn: Real Estate Department
1775 North Warm Springs Road
Salt Lake City, UT 84116

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of December, 2012, by and between E-Z Draper LLC, a Utah Limited Liability Company, whose address is 13053 South Minuteman Dr Draper, Utah 84020 ("Landlord"); R.O.A. General, Inc., dba Reagan Outdoor Advertising, a Utah corporation, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, ("Tenant"); and Southern Farm Bureau Life Insurance Company ("Beneficiary").

RECITALS

A. Beneficiary will be the beneficiary under a Deed of Trust or Mortgage (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 that certain real property described on Exhibit A attached hereto and by this reference incorporated herein. The Trust Deed and any other related documents may hereafter be referred as the "Loan Documents".

B. Tenant is the holder of a leasehold estate under a lease of Landlord's right in a portion of the real property described in Exhibit A (the "Demised Premises") pursuant to the terms of that certain lease agreement dated February 23, 1995, between Landlord, and Tenant (the "Lease").

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

1. 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, to all advances made or to be made under the Loan Documents, and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Loan Documents. Notwithstanding the foregoing, foreclosure of the Trust Deed, through judicial foreclosure, private trustee's sale or by any other manner, shall not result in a termination of the Lease and Tenant shall continue to have all rights thereunder, including but not limited to the right to possession and occupancy of the Demised Premises, during the term of the Lease or any extensions thereof.

M *DL*

2. Landlord hereby acknowledges that Beneficiary may direct Tenant to pay all past due and future rents to Beneficiary. Tenant shall, upon the receipt of notice from Beneficiary that it is exercising such rights under the Loan Documents, have the obligation to pay all such past due and future rents to Beneficiary. If the interests of Landlord shall be transferred to and owned by Beneficiary through judicial foreclosure, private trustee's sale or other proceedings brought by Beneficiary, or by any other manner, and Beneficiary succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Beneficiary 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 Beneficiary were the Landlord under the Lease and Tenant hereby attorns to Beneficiary as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Beneficiary's succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Beneficiary 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 therein, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. If Beneficiary shall succeed to the interest of Landlord under the Lease, Beneficiary shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and any extensions, renewals, replacements or modifications thereof.

4. The term "Beneficiary" shall be deemed to include (a) Beneficiary's successors and assigns, and (b) anyone who shall have obtained title to the Demised Premises by, through or under judicial foreclosure or trustee's sale, or other proceedings brought pursuant to the Trust Deed, or deed in lieu of such foreclosure or proceedings, or otherwise.

5. Tenant's right of first refusal pursuant to the Lease shall not apply with respect to the foreclosure of the Trust Deed, through judicial foreclosure, trustee's sale or by any other manner, however, such right of first refusal shall be applicable to any other sale of the Demised Premises, whether occurring before or after foreclosure of the Trust Deed, and shall be binding upon purchasers at the foreclosure sale and all subsequent owners of the Demised Premises.

6. 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. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

7. 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.

N *DM*

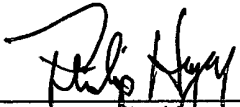
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. 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.

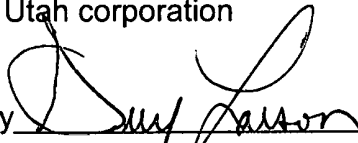
10. References to Landlord or Tenant shall include their respective heirs, successors or assigns; provided, however, that nothing herein shall be construed as a removal of any prohibition of or limitation on assignment, transfer, alienation, sale, mortgage or other disposition of rights, interests, remedies or estates imposed by other instruments or agreements applicable to any of the parties.

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

BENEFICIARY: Southern Farm Bureau Life Insurance Company

By 
Its Philip Hogue
Vice President
Realty Investments

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

By 
Its REAL ESTATE MGR

LANDLORD: 
E-Z Draper LLC a Utah Limited Liability Company

By: David Richards
Its: Manager

Handwritten initials: DR

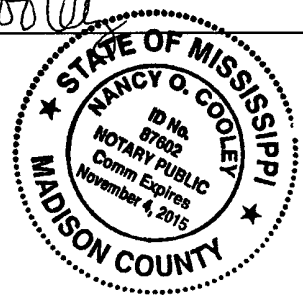
STATE OF MS)

COUNTY OF Hinds) SS.

The foregoing instrument was acknowledged before me this 18 day of Dec, 2012, by Philip Hogue the VP of Realty Investments.

Nancy O Cooley
Notary Public

My Commission Expires: 11-04-15



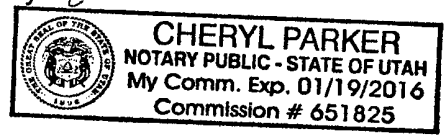
STATE OF UTAH)

COUNTY OF _____) SS.

Dec The foregoing instrument was acknowledged before me this 12 day of Dec, 2012, by Guy Hansen, the Real Estate Manager of R.O.A. General, Inc..

Cheryl Parker
Notary Public

My Commission Expires: _____



STATE OF UTAH)

COUNTY OF Salt Lake) SS.

Devent The foregoing instrument was acknowledged before me this 13 day of Dec, 2012, by David Richards, the Owner of E-Z Draper, LLC.

Todd Laurance Elledge
Notary Public

My Commission Expires: Dec 9, 2015

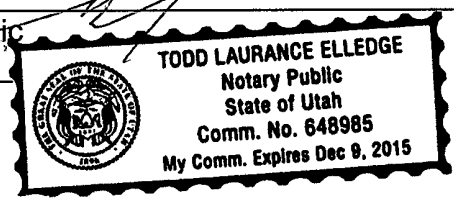


EXHIBIT A

Legal Description

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

PARCEL 1: 28-31-302-001-0000

COMMENCING AT A POINT WHICH IS SOUTH 89°57'01" EAST 184.01 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°57'01" EAST 557.00 FEET; THENCE SOUTH 0°01'50" EAST 257.122 FEET; THENCE NORTH 89°57'01" WEST 557 FEET; THENCE NORTH 0°01'50" WEST 257.122 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO CITY OF DRAPER BY QUITCLAIM DEED RECORDED APRIL 05, 1999 AS ENTRY NO. 7311577 IN BOOK 8265 AT PAGE 3185 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING SOUTH 89°56'01" EAST 184.01 FEET FROM WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, THENCE SOUTH 89°57'01" EAST 557 FEET; THENCE SOUTH 0°01'50" EAST 214.763 FEET MORE OR LESS TO THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°01'50" EAST 10.00 FEET; THENCE NORTH 89°57'01" WEST 556.999 FEET; THENCE NORTH 0°01'50" WEST 10.00 FEET; THENCE SOUTH 89°57'01" EAST 556.824 FEET; AND

EXCEPT ANY PORTION LYING WITHIN 13065 SOUTH STREET.

PARCEL 1A: TOGETHER WITH THE FOLLOWING RIGHT OF WAY:

COMMENCING AT A POINT WHICH IS SOUTH 89°57'01" EAST 196.01 FEET AND SOUTH 0°01'50" EAST 257.22 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°57'01" EAST 545.00 FEET; THENCE NORTH 0°01'50" WEST 35.00 FEET; THENCE NORTH 89°57'01" WEST 545 FEET; THENCE SOUTH 0°01'50" EAST 35.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1B: TOGETHER WITH THE FOLLOWING RIGHT OF WAY:

COMMENCING AT A POINT WHICH IS SOUTH 89°57'01" EAST 184.01 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°57'01" EAST 12.00 FEET; THENCE SOUTH 0°01'50" EAST 257.122 FEET; THENCE NORTH 89°57'01" WEST 12.00 FEET; THENCE NORTH 0°01'50" WEST 257.122 FEET TO THE POINT OF BEGINNING.

PARCEL 1C: TOGETHER WITH A 50 FOOT RIGHT OF WAY LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT WHICH IS SOUTH 0°01'50" EAST 257.122 FEET AND SOUTH 89°57'01" EAST 184.01 FEET FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°57'01" EAST 1745.52 FEET, MORE OR LESS, TO THE CENTER LINE OF A DITCH.

PARCEL 2: 28-31-302-002-0000

LOT 106, KNUDSEN BUSINESS PARK PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.