

WHEN RECORDED, RETURN TO:
Yesco Outdoor Media
1605 South Gramercy Road
Salt Lake City, Utah 84104

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is made and entered into this 21st day of September, 2020, by and among Lawson Real Estate Salt Lake City LLC, a Utah limited liability company whose address is 15561 Winged Trace Court, Draper, Utah 84020; Yesco Outdoor Media whose address is 1605 South Gramercy Road, Salt Lake City, Utah 84104; and Mountain West Small Business Finance, whose address is 2595 East 3300 South, Salt Lake City, Utah, 84109.

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 April 30, 2009 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. **Right of First Refusal.** Tenant has a right of first refusal pursuant to the Lease, which shall be applicable to any sale of the Property, including, but not limited to any foreclosure sale, as well as any other sale, whether occurring before or after foreclosure of the Trust Deed and/or sale by the Beneficiary, and shall be binding upon purchasers at the foreclosure sale, purchasers who acquire the Property from Beneficiary, and all subsequent owners of the Property.

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.

Mountain West Small Business Finance

LENDER:



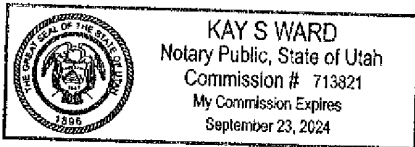
By: Danny Mangum
Its: C.O.O.

STATE OF Utah)

ss.

COUNTY OF Salt Lake)


The foregoing instrument was acknowledged before me this 19th day of November ^{KSW}~~September~~, 2020, by Danny Mangum, the COO of Mountain West Small Business Finance on behalf of said company.



Notary Public

TENANT:

Yesco Outdoor Media



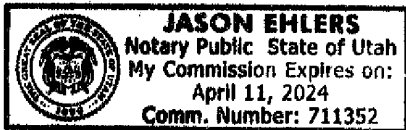
By: _____
Its: RESIDENT

STATE OF UTAH)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of September, 2020, by Patrick O'Donnell, the President of Yesco Outdoor Media, on behalf of said company.



[Signature]
Notary Public

LANDLORD:

Lawson Real Estate Salt Lake City LLC

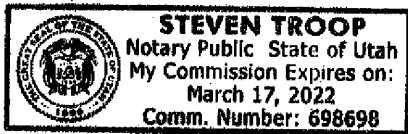
By: [Signature]
Its: MEMBER

STATE OF Utah)

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of September, 2020, by Gregory Lawson, the Member of Lawson Real Estate Salt Lake City LLC, on behalf of said company.



[Signature]
Notary Public

Order No.: 5-109086

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 20 and 21, Block 5, South Boulevard, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Less and excepting therefrom that portion of the herein described property contained within a parcel of land granted to the State Road Commission of Utah by instrument recorded January 7, 1943 as Entry No. 944011 in Book 333 at Page 78 of official records, said parcel of land being 41 feet wide, 41 feet on the South side of the following described centerline:

Beginning at the intersection of the East boundary line, produced of said Lot 21 and said center line of survey at Engineer's Station 6+44.5, which point is 152.2 feet South 89 deg. 58'51" East along said center line of survey from the city monument at the intersection of Twenty-First South and West Temple Streets; thence North 89 deg. 58'51" West 50 feet to the intersection of said center line of survey at Engineer's Station 6+94.5 and the West boundary line produced of said Lot 20, which point is 102.2 feet South 89 deg. 58'51" East along said center line of survey from said city monument, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Note: Said point of beginning is also approximately 32.0 feet Northerly along said East boundary line produced of Lot 21 from the Northeast corner of said Lot 21.

Parcel No.: 15-24-233-003

PARCEL 2:

Lots 17, 18 and 19, Block 5, South Boulevard, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Less and excepting therefrom that portion of the herein described property contained within a parcel of land granted to the State Road Commission of Utah by instrument recorded February 19, 1943 as Entry No. 946441 in Book 336 at Page 374 of official records, said parcel of land being 41 feet wide, 41 feet on the South side of the following described centerline:

Beginning at the intersection of the East boundary line, produced of said Lot 19 and said center line of survey at Engineer's Station 6+94.5, which point is 102.2 feet South 89 deg. 58'51" East along said center line of survey from the city monument at the intersection of Twenty-First South and West Temple Streets; thence North 89 deg. 58'51" West 79.5 feet to the intersection of said center line of survey at Engineer's Station 7+74 and the West boundary line produced of said Lot 17, which point is 22.7

feet South 89 deg. 58'51" East along said center line of survey from said city monument, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Note: Said point of beginning is also approximately 32.2 feet Northerly along said East boundary line produced of Lot 19 from the Northeast corner of said Lot 19.

Less and excepting that portion conveyed in Warranty Deed recorded February 12, 2018 as Entry No. 12715435 in Book 10646 at Page 6026 being more particularly described as follows:

A parcel of land in fee, being part of an entire tract of property situate in Lot 17, Block 5, South Boulevard being a subdivision of Lots 9 and 10, Block 40, Ten Acre Plat "A", Big Field Survey, situate in the Northeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the construction of improvements incident to SR-201 roadway rehabilitation, known as project number F-0201(36)17.

Beginning at the Northwest corner of said entire tract, which point is at the intersection of the Easterly right of way line of West Temple Street and the Southerly right of way line of 2100 South, which point is also 30.35 West feet and 115.50 feet North 00°02'47" East feet from the Southwest corner of said Lot 17, which point is also 41.00 feet South and 23.12 feet East from Salt Lake County Monument 15242002 at the intersection of West Temple Street and 2100 South; thence along the Northerly boundary line of said entire tract and said Southerly right of way line East 11.00 feet to a point which is 41.00 feet perpendicularly distant Southerly from the control line of said project, opposite Engineer Station 117+19.39; thence South 57°32'32" West 13.04 feet to the Westerly boundary line of said entire tract and the Easterly right of way line of said West Temple Street, which point is also 48.00 feet perpendicularly distant Southerly from the control line of said project, opposite Engineer Station 117+08.38; thence North 00°02'47" East (*North by record*) 7.00 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

Parcel No. 15-24-233-022