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11/10/2015 10:14:00 AM \$24.00
Book - 10378 Pg - 1141-1148
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising
C/o Real Estate Department
1775 North Warm Springs Road
Salt Lake City, Utah 84116
File No. NCS-663668-561

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of NOVEMBER, 2015, by and between City Front Partners LLC, a Limited Liability Company, whose address is 641 West North Temple Salt Lake City Utah 84115 ("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 Wells Fargo Bank, National Association, whose address is 2010 Corporate Ridge McLean, Virginia 22102 ("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 April 8, 1997, 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 right 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.

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

D.R. 

Beneficiary through judicial foreclosure, 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 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.

5. Tenant's right of first refusal pursuant to the Lease shall not apply with respect to (a) the foreclosure of the Trust Deed, through judicial foreclosure, trustee's sale or by any other manner; or (b) to a sale of the Demised Premises by the Beneficiary in the event that the Beneficiary acquires the Demised Premises as a result of the foreclosure of the Trust Deed, through judicial foreclosure, trustee's sale or by any other manner however, Tenant's right of first refusal pursuant to the Lease shall be applicable to any other sale of the Demised Premises, 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 other than Beneficiary, purchasers who acquire the Demised Premises from the Beneficiary, 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.

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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Executed this Agreement as of the day and year first above written.

LANDLORD:

City Front Partners, LLC
a Utah limited liability company

By: Salt Lake Neighborhood Housing Services,
Inc.
a Utah nonprofit corporation
Its: Managing Member

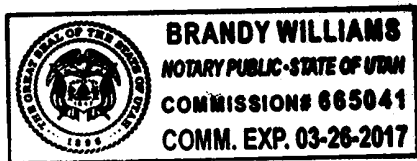
By: *Maria Garciaz*
Name: Maria Garciaz
Its: Executive Director

By: Bridge Development, L.C.
a Utah limited liability company
Its: Managing Member

By: *Christian V. Young*
Name: Christian V. Young
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Maria Garciaz, the Executive Director of Salt Lake Neighborhood Housing Services, Inc. a Utah nonprofit corporation, the Managing Member of City Front Partners, LLC, a Utah limited liability company, on behalf of such limited liability company.

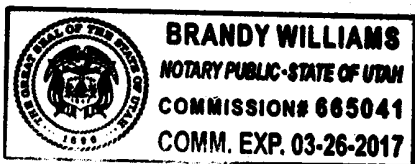


Brandy Williams
Notary Public

[Seal]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Christian V. Young, a Manager of Bridge Development, L.C., a Utah limited liability company, the Managing Member of City Front Partners, LLC, a Utah limited liability company, on behalf of such limited liability company.



[Seal]

Brandy
Notary Public

TENANT:

R.O.A. General, Inc.
a Utah corporation

By: Dewey A. Kenyon for R.O.A.
Name: Dewey Kenyon
Its: President

STATE OF UTAH)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9 day of Nov, 2015, by Dewey Kenyon, the President of R.O.A. General, Inc..

Cheryl Parker
Notary Public

My Commission Expires:



BENEFICIARY:

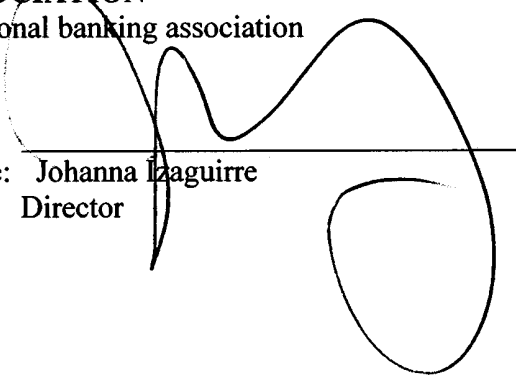
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

a national banking association

By: _____

Name: Johanna Izaguirre

Title: Director



STATE OF Virginia
COUNTY OF Fairfax

On the 9th day of November, 2015, personally appeared before me Johanna Izaguirre, who being by me duly sworn did say she the Director of Wells Fargo Bank, National Association, and that the within and foregoing instrument was signed on behalf of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]

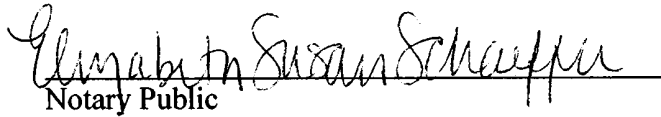

Notary Public



EXHIBIT A
(Legal Description)

Parcel 1:

That certain real property in the City of Salt Lake City, County of Salt Lake, State of Utah, having a street address of 631 North Temple Street, Salt Lake City, Utah 84116, more particularly described as follows:

Beginning at the intersection of the South right-of-way line of North Temple Street and the West right-of-way line of 600 West Street, said point also being the Northeast Corner of Block 60, Plat C, Salt Lake City Survey, and running thence South 89°58'06" West along said South right-of-way line of North Temple Street 466.56 feet to the West line of UDOT Parcel No. 15-7:160:E of Official Records; thence along said West line the following 4 courses: South 16°16'45" West 257.95 feet and South 89°58'57" West 9.67 feet to a point on the arc of a 3427.49 foot radius curve to the right having a central angle of 00°47'25" and Southerly along said arc 47.27 feet to a point of tangency and South 18°17'53" West 83.03 feet; thence North 89°58'06" East 233.85 feet to the West side of a metal building; thence North 00°07'20" East along said West line and line extended 123.79 feet; thence North 89°58'06" East 190.03 feet to the center of Lot 7 in said Block 60; thence North 00°01'00" West 41.26 feet; thence North 89°58'06" East 165.09 feet to a point on the West right-of-way line of 600 West Street; thence North 00°01'00" West along said right-of-way line 206.28 feet to the point of beginning.

Parcel 1A:

Together with and subject to those certain easements, rights of way and rights for parking and access, as set forth in that certain Declaration and Grant of Easements, dated September 11, 2007, between City Front Partners, LLC, a Utah limited liability company and City Front Partners II, LLC, a Utah limited liability company, recorded February 26, 2008 as Entry No. 10357823 in Book 9574 at Page 7546 of Official Records.

Tax Parcel No. 08-36-353-018-0000