

When recorded, mail to:

James H. Jones, Esq.  
**SNELL & WILMER L.L.P.**  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

APN: 05-014-0006, 05-014-0041, 05-015-0001, 05-015-0051 and 05-015-0054  
ST #01459-33781

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## SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T  
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND  
OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY  
INSTRUMENT.**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT (this "*Agreement*") is made as of March ~~28~~, 2018 by and among **CACHE VALLEY REALTY LLC**, a Utah limited liability company; **CACHE CH LLC**, a Utah limited liability company; and **CACHE NASSIM LLC**, a Utah limited liability company (collectively and jointly, "*Landlord*"), **LARRY H. MILLER THEATRES, INC.**, a Utah corporation ("*Tenant*"), and **ZB, N.A., dba ZIONS FIRST NATIONAL BANK** ("*Lender*").

### RECITALS:

A. Lender extended a loan to Landlord in the original principal amount of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00) (the "*Loan*").

B. The Loan is evidenced by a Secured Promissory Note of approximately even date herewith made payable to Lender in the original principal amount of ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00) (as it may be amended, modified, extended, and renewed from time to time, the "*Note*"). As security for repayment of the Loan and Note and performance of Landlord's obligations to Lender, Lender has required that Landlord execute and deliver to Lender that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of approximately even date herewith for the benefit of Lender (as it may be amended, modified, extended, and renewed from time to time, the "*Deed of Trust*"), which will be recorded in the official records of Cache County, Utah, encumbering the property described on Exhibit A attached hereto and made a part hereof and all improvements thereon (the "*Real Estate*").

C. Pursuant to the Build to Suit Lease Agreement between Westates Theaters, Inc., a Utah corporation signed as of August 2, 2006, as amended by that certain First Amendment to Build to Suit Lease Agreement dated October 10, 2006, and by that certain Second Amendment to Lease and Settlement Agreement dated July 21, 2009 (as amended the "*Lease*"), Landlord has leased a portion of the

Real Estate to Tenant as successor in interest to Westates Theatres, Inc., a Utah corporation, on the terms and conditions set forth in the Assignment and Assumption of Lease dated June 28, 2012.

D. The parties desire to agree upon the relative priorities of their interests in the Real Estate and their rights and obligations if certain events occur.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) *“Foreclosure Event”* means (i) judicial or non-judicial foreclosure under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Note and/or the Deed of Trust, as a result of which Successor Landlord becomes owner of the Real Estate; or (iii) delivery by trustee under the Deed of Trust (*“Trustee”*) to Lender (or its designee or nominee) of a deed or other conveyance of Trustee’s interest in the Real Estate in lieu of any of the foregoing.

(b) *“Successor Landlord”* means any party that becomes owner of the Real Estate as the result of a Foreclosure Event, including, but not limited to, Lender.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest, and lien, and for all purposes, to the Deed of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent deed of trust with which the Deed of Trust may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon.

3. Nondisturbance and Attornment.

(a) No Exercise of Deed of Trust Remedies against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If the Lease has not been terminated, then, when Successor Landlord takes title to the Real Estate: (i) Successor Landlord shall not terminate or disturb Tenant’s possession of Tenant’s premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (iii) Tenant shall recognize and attorn to Successor Landlord as Landlord under the Lease as affected by this Agreement as provided in **Section 4** herein; and (iv) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant; provided, however, that Tenant agrees that any option in the Lease to purchase the Property shall not be binding on Lender or any other Successor Landlord.

(c) Further Documentation. The provisions of this Agreement shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Agreement in writing upon request by either of them.

4. Attornment. If Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such Foreclosure Event had not occurred. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of any rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of or any claims against any prior landlord (including Landlord); or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or

(e) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or

(f) bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or

(g) liable for any construction obligation of any prior landlord (including Landlord); or

(h) liable for any breach of representation or warranty of any prior landlord (including Landlord); or

(i) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Real Estate.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "*Successor Landlord's Interest*"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

7. Lender's Right to Cure.

(a) Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (a "*Default Notice*") and, or thereafter, the opportunity to cure such breach or default as provided for below.

(b) Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Lender to possess and control the Real Estate, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "*Extended Cure Period*") as Lender may reasonably require to obtain possession and control of the Real Estate and thereafter to cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Lender shall be deemed to have possession and control of the Real Estate.

8. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the date hereof:

(a) Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant with respect to the Real Estate. Without limiting the foregoing, there are no oral or written agreements between Landlord and Tenant that would create any additional obligations of Landlord with respect to the Lease or the Real Estate, or that would reduce or limit any obligations of Tenant under the Lease. Tenant has no interest in the Real Estate, including any right or option to purchase any portion of the Real Estate, except as is expressly set forth in the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(b) No Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease and, to the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

(c) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

(d) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall, unless otherwise expressly provided, be in writing and be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) business days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

In the case of Landlord, to:      Cache Valley Realty LLC  
Cache CH LLC  
Cache Nassim LLC  
747 Middleneck Road  
Great Neck, NY 11024  
Attention:

In the case of Tenant, to:      Larry H. Miller Theatres, Inc.  
301 West South Temple Street  
Salt Lake City, Utah 84101

In the case of Lender, to:      ZB, N.A., dba Zions First National Bank  
Real Estate Department  
One South Main Street, Suite 470  
Salt Lake City, Utah 84111  
Attn: Jeffrey Holt

With a copy to:                      Snell & Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Attention: James H. Jones, Esq.

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Landlord, Tenant and Lender regarding the rights and obligations of Landlord, Tenant and Lender as to the subject matter of this Agreement.

(c) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Deed of Trust.

(d) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation: Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of State of Utah, excluding such state's principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

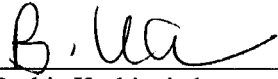
(h) Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

**NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.**


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

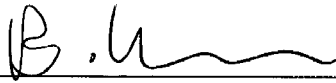
**CACHE VALLEY REALTY LLC**  
a Utah limited liability company

By:   
Name: Barbie Kashinejad  
Title: Authorized Signatory

**CACHE NASSIM LLC**  
a Utah limited liability company

By:   
Name: Barbie Kashinejad  
Title: Authorized Signatory

**CACHE CH LLC**  
a Utah limited liability company

By:   
Name: Barbie Kashinejad  
Title: Authorized Signatory

*“Landlord”*

[Signatures Continue on Following Page]

STATE OF NEW YORK )

: ss.

COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Barbie Kashinejad an Authorized Signatory of CACHE VALLEY REALTY LLC, a Utah limited liability company, for and on behalf of said company.

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

Debra A. Mandl  
NOTARY PUBLIC

**DEBRA A. MANDL**  
Notary Public, State of New York  
No. 02MA6289076  
Qualified in New York County  
Commission Expires September 23, 2021

STATE OF NEW YORK )

: ss.

COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Barbie Kashinejad an Authorized Signatory of CACHE NASSIM LLC, a Utah limited liability company, for and on behalf of said company.

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

Debra A. Mandl  
NOTARY PUBLIC

**DEBRA A. MANDL**  
Notary Public, State of New York  
No. 02MA6289076  
Qualified in New York County  
Commission Expires September 23, 2021

STATE OF NEW YORK )

: ss.

COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Barbie Kashinejad an Authorized Signatory of CACHE CH LLC, a Utah limited liability company, for and on behalf of said company.

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

Debra A. Mandl  
NOTARY PUBLIC

**DEBRA A. MANDL**  
Notary Public, State of New York  
No. 02MA6289076  
Qualified in New York County  
Commission Expires September 23, 2021

[Signatures Continue on Following Page]



**LARRY H. MILLER THEATRES, INC.**

a Utah corporation

By: Blake Anderson  
Name: BLAKE ANDERSEN  
Title: PRESIDENT MEGA-PLEX THEATRES

“Tenant”

STATE OF Utah )

: ss.

COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 20 day of March, 2018, by Blake Anderson, a President LARRY H. MILLER THEATRES, INC., a Utah corporation, for and on behalf of said corporation.

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


Brenda K. Hardy  
NOTARY PUBLIC

[Seal]



[Signatures Continue on Following Page]

**ZB, N.A. dba ZIONS FIRST NATIONAL BANK**

By:   
Name: Brian Cook  
Title: V.P.

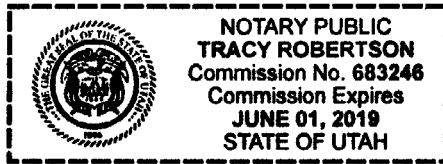
"Lender"

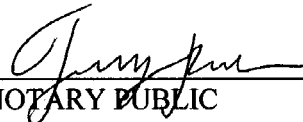
STATE OF Utah                            )  
  : ss.  
COUNTY OF Weber                     )

The foregoing instrument was acknowledged before me this 23 day of March, 2018, by Brian Cook, a Vice President of **ZB, N.A., dba ZIONS FIRST NATIONAL BANK**, for and on behalf of said national banking association.

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

[Seal]



  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION**

That certain real property located in Cache County, Utah, more particularly described as follows:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to herein is situated in the County of Cache, State of Utah, and is described as follows:

**Parcel 1: (05-014-0006 & 05-014-0041)**

Part of Block 1, Plat "D", Logan Farm Survey: Beginning at a point located South along the East Right-of-Way line of U.S. Highway 91, from the North line of Lot 5, of said Block 1, said point being described in Warranty Deed recorded in Book 105 at Page 437, as being located 67.0 feet South of the Intersection of the East Right-of-Way line of U.S. Highway 91 and the South Right-of-Way line of 14th North Street, as now established; said point of beginning being in the East Right-of-Way line of the U.S. Highway 91 and the South Right-of-Way of 14th North Street, and running thence South 88°24'27" East along said South Right-of-Way line of 14th North Street 131.44 feet; thence South 0°55'43" West 165.85 feet; thence South 87°04'00" East 73.6 feet; thence North 00°55'43" East 167.6 feet to the South line of said 14th North Street; thence South 88°24'27" East along said South line 1037.43 feet; thence South 1°17'35" West 122.10 feet; thence South 88°24'27" East 124.00 feet to the West Right-of-Way line of Second East Street; thence South 1°17'35" West along said West line 1000.66 feet; thence North 88°54'28" West 1359.20 feet to the East Right-of-Way line of U.S. Highway 91, thence North 0°55'43" East along said East line 1134.69 feet to the point of beginning.

Less and excepting therefrom: That portion deeded to The City of Logan in Quit Claim Deed recorded August 28, 2001 as Entry No. 768508, in Book 1033, at Page 1106, of Official Records.

Less and excepting therefrom: That portion deeded to the Utah Department of Transportation in Warranty Deed recorded February 14, 2003 as Entry No. 813952, in Book 1198, at Page 615 of Official Records.

**Parcel 2: (05-015-0001)**

Part of the Northwest Quarter of Section 27, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point in the East right of way line of U.S. Highway 89 and 91, said point being 608.2 feet North from the Southwest corner of Lot 3, Block 1, Plat "D" Logan Farm Survey; and running thence North 225.4 feet along the East line of said right of way; thence East 354.3 feet; thence South 225.4 feet to a point East of beginning thence West 354.3 feet to beginning.

Less and excepting therefrom: That portion deeded to the City of Logan in Warranty Deed recorded March 19, 2001 as Entry No. 756754, in Book 994, at Page 827 of Official records.

**Parcel 3: (05-015-0051)**

Lot 1, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Cache County Recorder, State of Utah, recorded February 28, 2001 as Entry No. 755506 of Official Records.

Less and excepting therefrom: That portion deeded to The City of Logan in Quit Claim Deed recorded August 16, 2007 as Entry No. 952152, in Book 1478, at Page 916, of Official Records.

**Parcel 4: (05-015-0054)**

Lot 4, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Cache County Recorder, State of Utah, recorded February 28, 2001 as Entry No. 755506 of Official Records.

**Parcel 5:**

Benefits, if any, as provided by that certain Restriction Agreement and Grant of Easements for Cache Valley Plaza recorded March 19, 2001 as Entry No. 756756, in Book 994, Page 832 of Official Records.

**Parcel 6:**

Benefits, if any, as provided by that certain Cross Easement Agreement recorded January 30, 2002 as Entry No. 780028, in Book 1076, Page 390 of Official Records.

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**Parcel 7:**

Benefits, if any, as provided by that certain Cross Easement Agreement recorded April 11, 2002 as Entry No. 785537, in Book 1093, Page 588 of Official Records.

