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1/14/2014 4:18:00 PM \$30.00  
Book - 10205 Pg - 3475-3483  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising  
1775 North Warm Springs Road  
Salt Lake City, UT 84116

**NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of January, 2014, by and between NuPetco Associates, LLC, a Utah Limited Liability Company, whose address is 2001 South Windsor Street, Salt Lake City, Utah 84105, and Uintah Investments LLC, a Utah Limited Liability Company, whose address is 2005 South Main, SLU 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 Denise Rucker whose address is 2147 W. RAINY BROOK Ct. Riverton, UT 84065 ("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 15 July, 2000, 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 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.

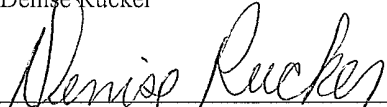
7. This Agreement may be executed in several counterparts, and all counterparts, so executed, shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

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

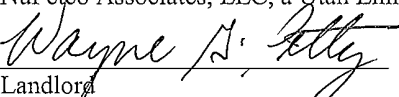
9. Breach of this Agreement by any party shall obligate such party for all costs and expenses incurred by any non-breaching party in connection with or in any way arising out of such breach, including reasonable attorneys' fees and costs.

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.

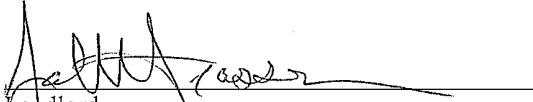
Denise Rucker

  
Beneficiary

NuPetco Associates, LLC, a Utah Limited Liability Company

  
Landlord  
BY: Wayne G. Petty, Manager

Uintah Investments, LLC, a Utah Limited Liability Company

  
Landlord  
BY: John C. Strasser, Manager

R.O.A. General Inc. dba Reagan Outdoor  
Advertising, a Utah Corporation

BY: \_\_\_\_\_

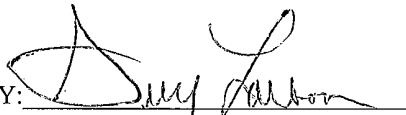
Tenant

ITS:

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Landlord  
BY: John C. Strasser, Manager

R.O.A. General Inc. dba Reagan Outdoor  
Advertising, a Utah Corporation

BY:   
Tennant  
ITS: REAL ESTATE MGR

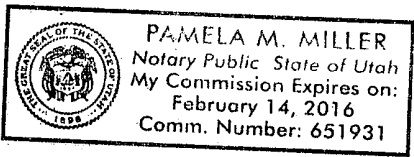
STATE OF Utah )  
 ) SS.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 9th day of Jun - 20 14  
By Denise D. Rucker

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires: 14 Feb 2016

Residing at Murray, UT



STATE OF Utah )  
 ) SS.  
County of Salt Lake )

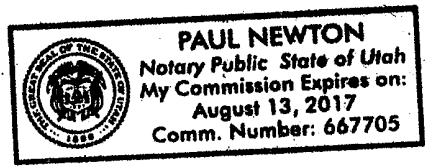
The foregoing instrument was acknowledged before me this 13 day of January 20 14  
By John C. Strasser  
the manager of Uintah Investments LLC, a Utah limited liability company

*Paul Newton*

NOTARY PUBLIC

Commission Expires: 8.13.17

Residing at: London, Utah



STATE OF Utah )  
 ) SS.  
County of Salt Lake )

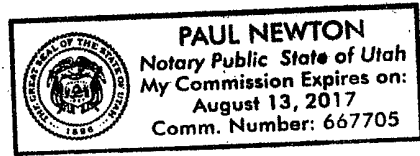
The foregoing instrument was acknowledged before me this 13 day of January 20 14  
By Wayne G. Petty  
the manager of Nupetco Associates, LLC, a Utah  
Limited Liability Company.

*Paul Newton*

NOTARY PUBLIC

Commission Expires: 8-13-17

Residing at: London, UT



STATE OF Utah )  
 ) SS.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 10 day of JANUARY 20 14  
By Guy Larsen  
the Manager of General Inc. dba Regan Outdoor Advertising, a  
REAL ESTATE MGR Utah Corporation

Cheryl Parker  
NOTARY PUBLIC

Commission Expires: 1-19-16

Residing at: DeWitt Co





Order No.: 5-081537

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel No. 1:

The West 10 feet of Lot 10, and all of Lots 11, 12 and 13, Block 1, Winfield Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Parcel No.: 16-20-126-001

Parcel No. 2:

Beginning at a point 87.5 feet East from the Southwest corner of Lot 13, Block 1, Winfield Subdivision, and running thence East 90 feet; thence North 125 feet; thence West 90 feet; thence South 125 feet to the point of beginning. The same being all of Lots 7, 8 and 9 and the East 15 feet of Lot 10, Block 1, Winfield Subdivision, according to the Official Plat thereof on file and of record in the Salt Lake County Recorders Office.

Parcel No.: **16-20-126-006, 16-20-126-001**