

WHEN RECORDED MAIL TO:

Stancorp Mortgage Investors, LLC
Attn: Closing Dept., T3A
10265 NE Tanasbourne Drive
Hillsboro, OR 97124

File No.: 162689-KAP

ENT **118764:2022** PG 1 of 9
Andrea Allen
Utah County Recorder
2022 Nov 18 12:57 PM FEE 40.00 BY TM
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

In Reference to Tax ID Number(s):

65-645-0003

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of October 10, 2022 by and between Standard Insurance Company ("Lender"), C & N Eagle Mountain 3, LLC, a Utah limited liability company ("Landlord") and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Build to Suit Lease dated as of March 17, 2021 (the "Lease"), covering certain premises generally described as 4266 E Pony Express Pkwy, Eagle Mountain, UT 84005, more particularly described in Exhibit "A", to be provided by the Landlord (the "Property"); and

WHEREAS, Lender holds a mortgage dated October 28, 2022 given by Landlord on the Property (the "Mortgage"); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, as of the date hereof, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.
2. Subordination. Tenant hereby subordinates the Lease at all times and in all respects to the Mortgage and to all renewals, modifications and extensions thereof. The Lease is and shall at all times be subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, but Lender and Tenant agree that any foreclosure of the Mortgage shall not terminate the Lease.
3. Non-Disturbance. Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.
4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in and to the Property or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder shall continue in full force and effect and shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Lease term thereof with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender

or Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

- (i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;
- (ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or
- (iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all parties hereunder. Tenant shall be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Utah.

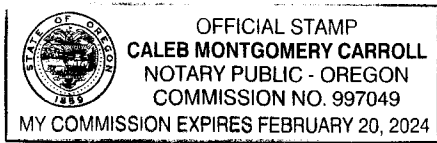
10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 17th day of October, 2022, before me, Caleb Montgomery Carroll, appeared AMY FRAZEY and JEANNETTE HARRY, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and she, the said JEANNETTE HARRY is the Manager of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and AMY FRAZEY and JEANNETTE HARRY acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



A handwritten signature in cursive script, appearing to read 'Caleb Montgomery Carroll', written over a horizontal line.

Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

LANDLORD:

October 13, 2022
Date

C & N Eagle Mountain 3, LLC,
a Utah limited liability company

Attn: Chris Forsyth
1835 S Hwy 89
Perry, UT 84302

By: *Christian W. Forsyth*
Name: CHRISTIAN W. FORSYTH
Title: MANAGER

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF DAVIS)

On this 13 day of October, 2022, before me personally appeared Christian W. Forsyth, to me known to be the person described in and who executed the foregoing and acknowledged that (s)he executed the same as her free act and deed.

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




Krista Allred
Notary Public

TENANT:

October 10, 2022
Date

O'Reilly Auto Enterprises, LLC,
a Delaware limited liability company

233 South Patterson
Springfield, MO 65802
Attn: Property Management

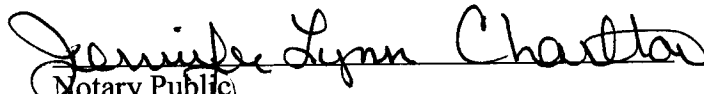
By: 
Name: Ron Greenway
Title: VP of Property Management

TENANT ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
COUNTY OF GREENE)

On this 10th day of October, 2022, before me personally appeared Ron Greenway, to me known to be the person described in and who executed the foregoing and acknowledged that he executed the same as his free act and deed.

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


Notary Public

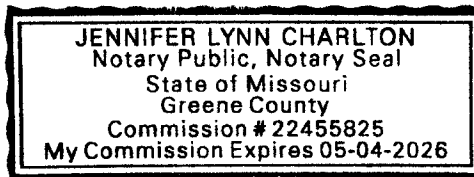


EXHIBIT "A"
LOAN NO. C2081703

PARCEL 1:

Lot 3, CARSON COMMERCIAL PLAT 3, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, recorded November 16, 2020 as Entry No. 181596:2020.

PARCEL 1A:

The non-exclusive easements, appurtenant to Parcel 1 described herein, for pedestrian and vehicular access as created and described in that certain Restrictions and Easements Agreement recorded August 26, 2021 as Entry No. 148659:2021.