

WHEN RECORDED MAIL TO:

Royal Neighbors of America  
230 16th Street  
Rock Island, IL 61201

File No.: 142410-CAF

13736448

8/4/2021 3:53:00 PM \$40.00

Book - 11217 Pg - 4564-4571

RASHELLE HOBBS

Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 8 P.

## Subordination Agreement

In Reference to Tax ID Number(s):

22-35-226-033 and 22-35-226-032

## SUBORDINATION AGREEMENT

**THIS AGREEMENT**, dated the 2nd day of August, 2021, executed by and among Royal Neighbors of America, an Illinois Fraternal Benefit Society, with its principal office at 230 16<sup>th</sup> Street, Rock Island, Illinois 61201 (hereinafter called "Potential Lender"); H & R Block Enterprises, LLC, a Missouri limited liability company, (hereinafter called "Tenant"); and Brighton Pointe Partners LLC, a Utah limited liability company, (hereinafter called "Potential Borrower").

### WITNESSETH:

WHEREAS, Tenant has entered into a certain Lease dated September 14, 2004, which has been amended by Start Date Agreement dated 11/3/2004, First Amendment to Lease Agreement dated 07/02/2008, Second Amendment to Lease Agreement dated 03/13/2014, Third Amendment to Lease Agreement dated 05/15/2015, and Fourth Amendment to Lease Agreement dated 07/25/2019, and Start Date Agreement dated NA/NA/2020 ("the Lease") with Potential Borrower covering certain premises more fully described in said Lease as 3434 East 7800 South, Brighton Pointe, Salt Lake City, UT ("the Premises") located in Cottonwood Heights, Salt Lake City, Utah (the "Property"); and

WHEREAS, by Combination Mortgage, Security Agreement, and Fixture Financing Statement dated August 2, 2021, and recorded in Book 11210 at Page 4175 in the office of the Clerk and Recorder of Salt Lake County, Utah (hereinafter called the "Mortgage"), Potential Borrower granted a first lien interest in the Property and the Premises to Potential Lender; and

WHEREAS, Potential Lender and Tenant desire to confirm the subordination of the Lease to the Mortgage and the other documents evidencing or securing the loan secured by the Mortgage.

NOW, THEREFORE, in consideration of the mutual acknowledgements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, promise, acknowledge as follows:

1. The Lease and all estates, options (including purchase options, if any), liens and charges therein contained or created thereunder is and shall be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real and personal property of which the Premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage has been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. Potential Lender shall not be:

(a) liable for any act or omission of any prior landlord (including the Potential Borrower), but shall be obligated to cure any continuing defaults of prior landlord once notified in writing; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Potential Borrower), except for such offsets or defenses relating to continuing acts or omission.

3. In the event that anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Potential Lender or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant acknowledges not to seek to terminate the Lease by reason thereof, but shall remain bound unto the new Potential Owner so long as the new Potential Owner acknowledges to be bound to Tenant under all terms, and conditions of the Lease.

4. In the event Potential Lender becomes a mortgagee-in-possession of the Premises or exercises its rights under the Assignment of Leases and Rents, Tenant acknowledges to make all payments payable by Tenant under the Lease directly to Potential Lender upon Potential Lender's written instructions to Tenant. Such payments to Potential Lender shall constitute full performance of Tenant's rental payment obligations under the Lease.

5. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

6. As between Landlord and Tenant, nothing set forth herein shall be deemed to amend, modify, or waive any terms of the Lease.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

TENANT:

**H & R BLOCK ENTERPRISES, LLC**

By: Cushman & Wakefield, U.S. Inc as Agent

By: *Stacey Ostmann*

Name: Stacey Ostmann

Title: Sr. Manager

STATE OF MISSOURI \_\_\_\_\_ )  
) ss.  
COUNTY OF SAINT LOUIS \_\_\_\_\_ )

On this 3<sup>rd</sup> day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Stacey Ostmann, known to me to be the Sr. Manager of Cushman & Wakefield U.S. Inc, as Agent for H&R Block Enterprises LLC, and acknowledged to me that the said instrument is the free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument..

(SEAL)

AMANDA C COX  
Notary Public, Notary Seal  
State of Missouri  
St. Charles County  
Commission # 17714424  
My Commission Expires 11-13-2021

*Amanda C Cox*  
Notary Public

My commission expires:

Name: Amanda C Cox

11-13-2021

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

**BORROWER**

BRIGHTON POINTE PARTNERS LLC

By: [Signature]

Name: Senti Sorensen

Title: manager

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

See ATTACHED

On this 2 day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Senti Sorensen, known to me to be the MANAGER of \_\_\_\_\_, and acknowledged to me that the said instrument is the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

Name: \_\_\_\_\_

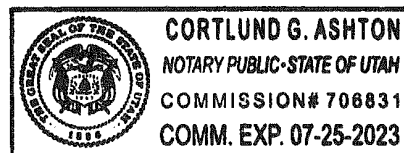
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STATE OF UTAH

COUNTY OF SALT LAKE

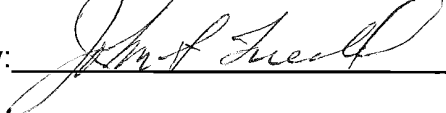
On this 2nd day of August, 2021, before me, personally appeared Senti Sorensen, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Brighton Pointe Partners LLC, a Utah limited liability company.

  
\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

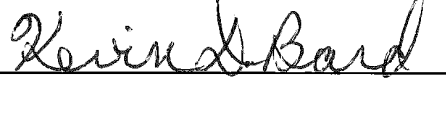
LENDER:  
ROYAL NEIGHBORS OF AMERICA

By: 

Name: John Friederich

Title: General Counsel and Secretary

LENDER:  
ROYAL NEIGHBORS OF AMERICA

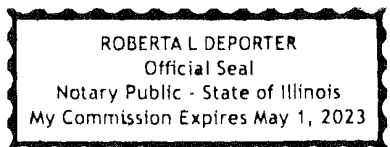
By: 

Name: Kevin Bard

Title: Controller

STATE OF Illinois  
COUNTY OF Rock Island ) ss.

On this 29<sup>th</sup> day of July, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Kevin Bard and John Friederich, known to me to be the Controller and General Counsel and Secretary, respectively, of Royal Neighbors of America, an Illinois fraternal benefit society, and acknowledged to me that the said instrument is the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said entity.



My commission expires:

5-1-2023

  
Notary Public

Name: Roberta L. DePorter

**EXHIBIT A  
PROPERTY DESCRIPTION**

PARCEL 1:

Beginning at a point being South 00°08'25" West along the section line 621.00 feet and South 89°55'20" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of beginning.

LESS AND EXCEPTING the following:

Beginning at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of beginning.

PARCEL 2:

Beginning at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of beginning.

PARCEL 3:

The non-exclusive easements, appurtenant to Parcel 1 and Parcel 2 described herein, for pedestrian and vehicular access, parking of vehicles, and utilities, as created and described in that certain Development Agreement recorded February 7, 1985 as Entry No. 4048237 in Book 5628, Page 686, and by that certain Amendment of Development Agreement recorded April 27, 1993 as Entry No. 5487130, in Book 6648, Page 425, and re-recorded May 12, 1993 as Entry No. 5501239, in Book 6561, at Page 499, and by that Second Amendment to Development Agreement recorded April 27, 1993 as Entry No. 5487131, in Book 6648, Page 435.

PARCEL 4:

The non-exclusive easements, appurtenant to Parcel 1 and Parcel 2 described herein, for pedestrian and vehicular access, and utilities, as created and described in that certain Declaration of Easements recorded February 7, 1985, as Entry No. 4048238, in Book 5628, Page 707.

Tax Id No.: 22-35-226-033 and 22-35-226-032