

WHEN RECORDED, RETURN TO:

Reagan Outdoor Advertising  
c/o Real Estate Department  
1775 N. Warm Springs Road  
Salt Lake City, Utah 84116  
TIN: 22-35-226-033 & 22-35-226-032

13736449  
8/4/2021 3:53:00 PM \$40.00  
Book - 11217 Pg - 4572-4577  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

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

142410-CAF

This Subordination, Non-Disturbance and Attornment Agreement (“Agreement”) is made and entered into this 20 day of July, 2021, by and among Brighton Pointe Partners LLC, whose address is PO Box 483712, Park City, UT 84098 (“Landlord”); R.O.A. General, Inc., a Utah corporation, dba Reagan Outdoor Advertising, whose address is 1775 N. Warm Springs Road, Salt Lake City, Utah 84116 (“Tenant”); and Royal Neighbors of America, an Illinois Fraternal Benefit Society, whose address is 230 16<sup>th</sup> Street Rock Island, Illinois 61201 (“Lender”).

**RECITALS**

A. Lender is or will be the beneficiary under a Deed of Trust (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 certain real property described on Exhibit “A” attached hereto and by this reference incorporated herein (the “Property”).

B. Tenant is a tenant of the Property pursuant to a Lease Agreement dated November 23, 1999, between Landlord and Tenant (the “Lease”).

C. Landlord, Tenant and Lender desire to establish and/or confirm certain rights, safeguards, obligations and priorities concerning their respective interests by means of the following Agreement.

**TERMS OF AGREEMENT**

1. **Subordination.** 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.

2. **Non-Disturbance.** Tenant’s possession and occupancy of the Property shall not be interfered with or disturbed by Lender during the term of the Lease or any extension thereof duly exercised by Tenant.

3. **Attornment.** If the interests of Landlord shall be transferred to and owned by Lender through judicial foreclosure, private trustee’s sale or other proceedings brought by Lender, or by any other manner, and Lender succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender 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 Lender were the Landlord under the Lease and Tenant hereby attorns to Lender as its Landlord. The respective rights and obligations of Tenant and Lender 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 in the Lease, the terms of which are incorporated into this Agreement by reference with the same force and effect as if set forth herein.

4. **Limitation on Lender's Liability.** If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that Lender shall not be liable for any act or omission of any prior landlord (including Landlord).

5. **Payments to Lender.** Landlord hereby acknowledges that upon its receipt of written notice that it is in default under the Trust Deed or the Note secured thereby, Lender may direct Tenant to pay all past due and future rents to Lender. Tenant shall, upon the receipt of notice from Lender that it is exercising such rights under the Trust Deed, shall pay all future rents to Lender until it receives contrary instructions from Lender.

6. **Notification to Lender.** Tenant agrees to notify Lender of any breach or default by Landlord under the Lease and offer Lender the opportunity to cure such breach or default; and not to pursue any action or exercise any legal right or remedy that Tenant may have to terminate the Lease because of such breach or default for a period of thirty (30) days following the later of: (1) expiration of the grace period, if any, which Landlord is given to cure such default pursuant to the Lease; and (ii) the date upon which notice of such default was actually received by Lender. Tenant further agrees that it will not exercise any right or remedy which it may have to terminate the Lease because of a breach or default which Lender has failed to cure or cause to be cured within the aforementioned thirty (30) day period if the breach or default is one that can be cured, but cannot with due diligence be cured prior to the expiration of said thirty (30) day period, if Lender gives notice of its intent to cure or cause such breach or default to be cured prior to the expiration of said thirty (30) day period, and thereafter proceeds promptly with and prosecutes with all due diligence the curing of such breach or default.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. The obligations and duties of Lender hereunder shall apply to Lender's successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure or private trustee's sale, or other proceedings brought pursuant to the Deed of Trust, or deed in lieu of such foreclosure or proceedings, or otherwise.

8. **Amendments in Writing.** 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.

9. **Counterparts.** 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.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. **Attorneys' Fees.** 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.

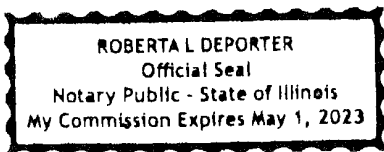
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER: Royal Neighbors of America, an Illinois Fraternal Benefit Society

By: Kevin D. Bard  
Its: Controller

STATE OF Illinois )  
COUNTY OF Rock Island )<sup>ss.</sup>

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2021, by Kevin D. Bard, the Controller of Royal Neighbors of America, an Illinois Fraternal Benefit Society, on behalf of said company.



Roberta L. DePorter  
Notary Public

A small, handwritten mark or signature in the bottom right corner of the page.

TENANT:

R.O.A. GENERAL, INC.,  
a Utah corporation

By: [Signature]  
Its: Real Estate Manager

STATE OF UTAH )

ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20 day of July, 2021, by Guy Larson, the Real Estate Manager of R.O.A. General, Inc., on behalf of said company.



Notary Public

[Signature]

LANDLORD:

Brighton Pointe Partners LLC

By: [Signature]  
Its: manager

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

See attached

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Brighton Pointe Partners LLC, on behalf of said company.

Notary Public

[Signature]

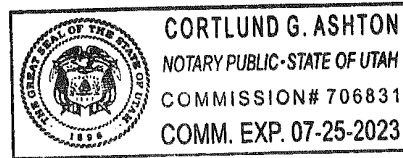
STATE OF UTAH

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



**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