

PREPARED BY:
LANDMARK DIVIDEND LLC
P.O. BOX 3429
EL SEGUNDO, CA 90245

RETURN TO:
AURO SOLUTIONS, LLC, DBA TOWER TITLE & CLOSING
18 IMPERIAL PL
PROVIDENCE, RI 02903-4641
ORDER NO: LD-134626-C:

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

PIN#: 06-037-0190

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS (this "Agreement"), dated this 29TH day of AUGUST, 2022, by and between **UTAH FIRST FEDERAL CREDIT UNION** ("Lender"), and **2230 PROVO RIVER, LLC**, a Utah limited liability company ("Borrower"), and **HOTEL DEVELOPERS - - BOUNTIFUL, LLC**, an Idaho limited liability company ("Lessor") and **LD OUTDOOR ASSETCO LLC**, a Delaware limited liability company ("Landmark").

WITNESSETH:

WHEREAS, Borrower owns certain real property located at 999 N. 500 W., Bountiful, Utah, as said real property is described in **Exhibit "A"** attached to this Agreement ("Real Property"); and

WHEREAS, a portion of the Real Property, more particularly described on Exhibit "B" hereto (the "Leased Premises") is affected by a lease (the "Lease") more particularly described on Exhibit "C" hereto; and

WHEREAS, concurrently herewith, Borrower and Lessor have entered into that certain Easement and Assignment of Lease Agreement ("Billboard Easement Agreement") pursuant to which Borrower has assigned Lessor all of its right title, and interest in and to the Lease and granted Lessor an easement over the Leased Premises (the "Billboard Easement"); and

WHEREAS, concurrently herewith, Lessor intends to assign the Lease and the Billboard Easement Agreement to Landmark pursuant that certain Purchase Agreement (the "Purchase Agreement") which would, among other things, provide for the payment by Landmark of a lump sum to Lessor in exchange for an assignment by Lessor of all its right, title and interest in and to the Lease and an assignment of the Billboard Easement and Billboard Easement Agreement to Landmark; and

WHEREAS, Lender made a loan to Borrower, secured by certain Deed(s) of Trust or Mortgage(s) and Security Instruments with Assignment of Rents and Leases by Borrower to and for the benefit of Lender ("Mortgage and Security Instruments") as more particularly described in **Exhibit "D" attached hereto** ("Mortgage"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Borrower, Lessor and Landmark hereby agree as follows:

1. Non-Disturbance. So long as the Lease or Replacement Leases (as defined below) and the Billboard Easement Agreement are not terminated, the use, possession or enjoyment of Leased Premises and/or the Billboard Easement by Landmark or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by Landmark, pursuant to the Lease, or from future leases or licenses of the Billboard Easement area ("Replacement Leases"), shall not be interfered with nor shall the Billboard Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage or other remedial proceeding (including any proceedings under the Bankruptcy Code, 11. U.S.C. §101 et seq.), except that the person or entity acquiring the interest of the Lessor under the Billboard Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner; or (b) subject to any offsets or defenses which Landmark under the Purchase Agreement might have against the prior site owner. **Lender and Borrower specifically acknowledge that Landmark shall have the exclusive right to collect any and all rents due by tenant(s) under the Lease, or any Replacement Leases, and by execution of this instrument, any Lease, Replacement Leases, and the Billboard Easement are specifically released from the Mortgage and any and all other security interests executed in connection with the aforesaid or otherwise securing the loan.**

2. Landmark Not To Be Joined In Foreclosure. So long as the Lease or Replacement Leases and the Billboard Easement are not terminated, Lender will not join Landmark as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease, Replacement Leases, or the Billboard Easement.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Real Property in lieu of foreclosure, Landmark agrees to attorn to and accept the purchaser at the foreclosure sale or the Lender under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the assignment subject to all terms and conditions of the Purchase Agreement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Lessor. The rights and obligations of Landmark upon such attornment, shall be and are the same as now set forth in the Purchase Agreement.

4. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, or any other person having an interest therein and any purchaser of the Real Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

5. Provisions Binding: Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns,

respectively, of Lender, Borrower, Lessor and Landmark. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

6. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Real Property is located.

7. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

(SIGNATURE PAGES FOLLOW)

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

BORROWER:

2230 PROVO RIVER, LLC, an Idaho limited liability company

By: Moh. R. Islam
Name: Mohammad R. Islam
Its: Member

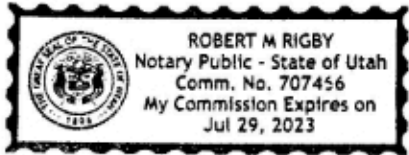
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On August 24, 2022, before me, Robert M. Rigby, a Notary Public in and for said County and State, personally appeared Mohammad R. Islam, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]
Notary Public
My Commission Expires: 07/29/2023



[SEAL]

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

LANDMARK:

LD OUTDOOR ASSETCO LLC,
a Delaware limited liability company

By: Todd D. Ruggiero
Name: Todd D. Ruggiero
Its: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 8/24/22 before me, Alexis Metcalfe, Notary Public
(here insert name and title of officer), personally appeared Todd P. Ruggiero, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Alexis Metcalfe

(Seal)

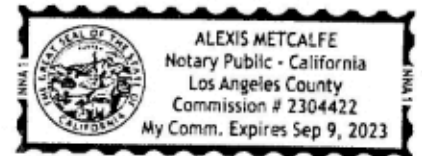


EXHIBIT "A"

Real Property Legal Description

A parcel of land lying within Section 24, Township 2 North, Range 1 West, Salt River Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the west line of 500 West Street, said point being North 00°08'30" West 1943.51 feet along the section line, and South 89°51'30" West, 161.15 feet from the East Quarter corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1547.01 feet along the centerline of 500 West Street and North 89°37'12" West, 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street; and running thence North 89°37'12" West 310.38 feet; Thence North 65°05'01" West 29.67 feet to the Easterly right of way of Interstate 15 and a 2776.90 foot radius curve to the right (radius bears South 64°20'25" East); Thence along the arc of said curve 1.75 feet; Thence continuing along said East line the following two courses: North 27°58'50" East, a distance of 277.61 feet to a U.D.O.T. right of way marker on said East line and North 32°30'37" East, a distance of 245.40 feet; Thence leaving said East right of way, South 89°35'53" East, a distance of 67.50 feet to a U.D.O.T. right of way marker on the West line of 500 West Street; Thence South 00°22'48" West, a distance of 283.53 feet along said West line of 500 West Street; Thence South 89°22'27" East, a distance of 10.00 feet to a U.D.O.T. right of way marker on the West line of 500 West Street; Thence South 00°22'48" West, a distance of 184.13 feet along said West line to the Point of Beginning.

Less and excepting all that conveyed to the Utah Department of Transportation, from 2230 PROVO RIVER, LLC, a Utah limited liability company, in a Warranty Deed dated November 12, 2018, and recorded December 4, 2018, in Book 7152 Page 343 in Davis County, Utah.

Parcel ID #060370190

This being a portion of the property conveyed to 2230 Provo LLC from Hotel Developers -- Bountiful LLC, in a Special Warranty Deed dated September 28, 2018, and recorded September 18, 2018 in Book 7101 Page 41 and re-recorded September 28, 2018, in Book 7109 Page 203.

EXHIBIT "B"

Description of Billboard Easement Area

BEING A PORTION OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, W. BOUNTIFUL, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT 1000 NORTH AND 500 WEST STREETS; THENCE SOUTH 00°22'49" WEST, ALONG THE CENTERLINE OF SAID 500 WEST STREET, 408.42 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 89°37'11" WEST, 281.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 15°27'06" WEST, 15.94 FEET; THENCE SOUTH 25°28'18" WEST, 14.20 FEET; THENCE SOUTH 33°30'48" WEST, 16.86 FEET; THENCE NORTH 55°29'12" WEST, 51.40 FEET TO THE PARENT PARCEL LINE; THENCE NORTH 27°58'50" EAST, ALONG SAID PARENT PARCEL LINE, 30.49 FEET; THENCE DEPARTING SAID PARENT PARCEL LINE SOUTH 73°51'41" EAST, 49.67 FEET TO THE POINT OF BEGINNING.

BILLBOARD EASEMENT AREA CONTAINS 0.046 ACRES OR 2000 SQUARE FEET MORE OR LESS.

A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY (TAX ID # 06-037-0190) FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF BILLBOARD EQUIPMENT AND UTILITY SERVICE TO THE BILLBOARD EASEMENT AREAS.

OWNER: 2230 PROVO RIVER, LLC

TAX ID#: 06-037-0190

DEED REFERENCE: DOCUMENT# 3119713 BK: 7109 PG: 203-204

EXHIBIT "C"

Description of Assigned Lease

That certain Lease Agreement dated March 19, 2014, by and between Hotel Developers - - Bountiful, LLC, an Idaho limited liability company ("Lessor"), and Reagan Outdoor Advertising ("Lessee"), for the property located at 999 N. 500 W., Bountiful, UT 84010.

Exhibit "D"

Mortgage & Security Instruments

Deed of Trust in the amount of \$5,880,000.00 between 2230 Provo River, LLC (borrower); Utah First Federal Credit Union (lender); and Utah First Federal Credit Union (trustee) dated September 17, 2018, and recorded September 18, 2018, in (book) 7101 (page) 96 (instrument) 3117448 in Davis County, Utah.

Affected by a(n) Assignment of Rents between 2230 Provo River, LLC and Utah First Federal Credit Union, dated September 17, 2018, and recorded September 18, 2018, in (book) 7101 (page) 114 (instrument) 3117449 in Davis County, Utah.

UCC Financing Statement between 2230 Provo River, LLC and Utah First Federal Credit Union, recorded September 18, 2018, in (book) 7101 (page) 125 (instrument) 3117450 in Davis County, Utah.

Construction Deed of Trust in the amount of \$7,671,300.00 between 2230 Provo River, LLC, a Utah Limited Liability Company (borrower); Utah First Federal Credit Union (lender); and Utah First Federal Credit Union (trustee) dated March 21, 2022, and recorded March 21, 2022, in (book) 7970 (page) 1600 (instrument) 3464656 in Davis County, Utah.

Affected by a(n) Assignment of Rents between 2230 Provo River, LLC, a Utah Limited Liability Company, and Utah First Federal Credit Union, dated March 21, 2022, and recorded March 21, 2022, in (book) 7970 (page) 1612 (instrument) 3464657 in Davis County, Utah.

UCC Financing Statement between 2230 Provo River, LLC and Utah First Federal Credit Union, recorded March 21, 2022, in (book) 7970 (page) 1619 (instrument) 3464658 in Davis County, Utah.