

**Return Address**

Wells Fargo Bank, National Association  
MAC T7408-01V  
4101 Wiseman Blvd.  
Building 108, Floor 1  
San Antonio, Texas 78251

**Document Title(s)** (or transactions contained therein):

1. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**Grantor(s)** (Last name first, then first name and initials):

1. C-A-L RANCH STORES, LLC, a Delaware limited liability company
2. INTEGRA CRE, LLC, an Idaho limited liability company
3. TCW ASSET MANAGEMENT COMPANY LLC

**Grantee(s)** (Last name first, then first name and initials):

1. WELLS FARGO BANK, NATIONAL ASSOCIATION

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Full legal is on Exhibit A of document.

**Assessor's Property Tax Parcel/Account Number**

[030360124]

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

Date: May 21, 2023 (“**Effective Date**”)

Among: C-A-L Ranch Stores, LLC,  
a Delaware limited liability company (“**Tenant**”)  
976 S. Curlew Drive  
Ammon, ID 83406  
Attn: Thomas W. Yearsley, CEO

And: Integra CRE, LLC,  
an Idaho limited liability company (“**Landlord**”)  
3270 E. 17<sup>th</sup> Street #210  
Ammon, ID 83406  
Attn: Jerry N. Ward, Manager

And: Wells Fargo Bank, National Association (“**Bank**”)  
MAC T7408-01V  
4101 Wiseman Blvd.  
Bldg. 108, Floor 1  
San Antonio, TX 78251  
Attn: Loan Administration

And: TCW Asset Management Company LLC,  
as administrative agent (“**Leasehold Mortgagee**”)  
222 Berkeley Street, 51<sup>st</sup> Floor  
Boston, Massachusetts 02116  
Attn: Michael Coster

This Subordination, Non-disturbance and Attornment Agreement (this “**Agreement**”) is made by and among Landlord, Tenant, Bank, and Leasehold Mortgagee as of the Effective Date.

**RECITALS**

A. Tenant and Landlord are parties to a Third Amended and Restated Master Lease Agreement dated February 23, 2023 (as may be amended from time to time, the “**Lease**”), covering premises (the “**Premises**”) which are located on the real property (the “**Property**”) legally described on attached Exhibit A, which is incorporated by reference.

B. Bank has made loans (the “**Loan**”) to Landlord secured by a Deed of Trust and Assignment of Rents and Leases covering Landlord’s fee simple interest in the Premises dated on March 1, 2021, and recorded in the office of the real estate records for Davis County, Utah on March 4, 2021, as Instrument No. 3354978, as amended (as previously modified, supplemented, renewed, extended, consolidated, increased or replaced, and as the same may hereafter be modified, supplemented, renewed, extended, consolidated, increased or replaced, and which may

also secure future advances made by Bank, the "**Deed of Trust**"); provided, however, subject to the terms and conditions set forth herein, that said Lease is subordinate to the lien of the Deed of Trust.

C. Leasehold Mortgagee is the administrative agent for certain lenders (the "**Lenders**") that have made or have agreed to make a loan or loans to Tenant (or one or more of its affiliates) secured by a leasehold deed of trust covering Tenant's leasehold interest in the Premises dated on or about the date hereof to be recorded in the office of the real estate records for Davis County, Utah substantially concurrently with the recording hereof (as previously modified, supplemented, renewed, extended, consolidated, increased or replaced, and as the same may hereafter be modified, supplemented, renewed, extended, consolidated, increased or replaced, and which may also secure future advances made by the Lenders, the "**Leasehold Deed of Trust**").

D. In connection with entering into the Lease, Landlord is requesting Bank's consent to the Lease, and Tenant and Leasehold Mortgagee are requesting, among other things, covenants of non-disturbance from Bank.

## COVENANTS

In consideration of the above Recitals (which are incorporated) and the mutual promises and covenants in this Agreement, Landlord, Tenant, Leasehold Mortgagee and Bank agree:

1. **Consent.** To the limited extent that Bank's consent under the Deed of Trust is required for Landlord to enter into the Lease, Bank consents to the Lease and the Leasehold Deed of Trust on the following conditions:

1.1. Bank neither approves nor disapproves the terms, conditions and agreements contained in the Lease or the Leasehold Deed of Trust and assumes no liability or obligation for the Lease or the Leasehold Deed of Trust, except to the limited extent expressly set forth in this Agreement. Landlord, Tenant and the Leasehold Mortgagee are each solely responsible for reviewing and negotiating the Lease or the Leasehold Deed of Trust, as may be applicable, to protect their respective interests.

1.2. Landlord and Tenant acknowledge that Bank is not a party to the Lease and notwithstanding anything to the contrary, Bank is not bound by any terms or provisions contained in the Lease and is not obligated to Landlord or Tenant for any of the duties and obligations contained in the Lease, except to the limited extent expressly set forth in this Agreement. Leasehold Mortgagee acknowledges that Bank is not a party to the Leasehold Deed of Trust and notwithstanding anything to the contrary, Bank is not bound by any terms or provisions contained in the Leasehold Deed of Trust and is not obligated to Leasehold Mortgagee for any of the duties and obligations contained in the Leasehold Deed of Trust, except to the limited extent expressly set forth in this Agreement.

1.3. Nothing contained in the Lease may be construed to in any way modify, alter, waive or affect any of the terms, covenants or conditions contained in the Note (as defined in the Deed of Trust) or the Deed of Trust, or confer upon the Landlord or Tenant any greater rights than those in the Lease, except to the limited extent expressly set forth in this Agreement.

1.4. Bank's consent to the Lease is limited to the Lease itself, and may not be construed as a consent by Bank (or a waiver of Bank's right to consent) to any other lease or agreement entered or proposed to be entered into by Landlord with respect to the Premises and any modifications, extensions and renewals of the Lease or any such lease or agreement, other than any new lease entered into between Landlord and Leasehold Mortgagee (or its nominee) in accordance with the terms of the Lease (any such lease, a "**New Lease**").

2. **Subordination.**

2.1. Subject to the non-disturbance and recognition provisions herein, the Lease (and any New Lease) (including any extensions, renewals, replacements or modifications thereof) and all of Tenant's right, title and interest in the Premises (including but not limited to any option or right of first refusal to purchase or expand in the Property or the Premises and any acquisition of title to the Property or the Premises by Tenant during the term of the Deed of Trust) are subordinated to the Deed of Trust, including without limitation any future renewals, amendments, modifications, supplements, replacements, increases, consolidations and extensions of the Deed of Trust or its secured indebtedness or obligations, and the Deed of Trust will remain at all times a lien on the Property prior and superior to any existing or future right of Tenant, whether arising out of the Lease or otherwise, to exercise any option or right of first refusal to purchase the fee interest in the Property.

2.2. Tenant consents to Landlord and Bank entering into the Deed of Trust and the other loan documents evidencing or securing the Loan (the "**Loan Documents**"). Tenant acknowledges that Bank, in extending credit or continuing to extend credit to Landlord secured by the Property is doing so in material reliance on this Agreement. Tenant further declares, agrees and acknowledges that in making disbursements under the Loan Documents, Bank has no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Bank, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents will not defeat the subordination made in this Agreement, in whole or in part.

2.3. Tenant specifically agrees and acknowledges that upon any foreclosure sale under the Deed of Trust, any purchase or expansion option or right of first refusal to purchase the fee interest in the Property, whether now existing or in the future arising, will terminate and be inapplicable to the Property notwithstanding the non-disturbance granted to Tenant in Section 3 below. If any option or right of first refusal to purchase the fee interest in the Property is exercised prior to a foreclosure sale, any title so acquired to all or any part of the Property is subject to the lien of the Loan Documents, which lien will in no way be impaired by the exercise of such option or right of first refusal. Bank specifically reserves all its rights to enforce any accelerating transfer, due on sale, due on encumbrance or similar provision in the Deed of Trust or any other Loan Document, as the same relates to the fee interest in the Property.

2.4. Tenant shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

3. **Non-Disturbance; Recognition of Rights.** If Bank comes into possession of or acquires title to the Premises as a result of a foreclosure sale of the Deed of Trust or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Landlord under the Lease, and if the Lease has not expired or otherwise been terminated, then, notwithstanding whether Tenant was named as a defendant in the foreclosure sale of the Deed of Trust, Bank agrees not to disturb Tenant's use, possession, and quiet enjoyment of the Premises and to recognize Tenant's rights under the Lease and Leasehold Mortgagee's rights under the Lease and its Leasehold Deed of Trust, unless Tenant is in default under the Lease beyond any applicable notice and cure periods or any other fact or circumstance exists that, under the terms of the Lease, entitles the lessor under the Lease to terminate the Lease, or results in termination of the Lease without further action by the lessor, or otherwise entitles the lessor to dispossess Tenant from the Premises, in each case following any applicable written notice and beyond the expiration of any applicable cure period (in favor of Tenant or Leasehold Mortgagee pursuant to the terms of the Lease).

4. **Attornment.** Tenant agrees with Bank that if the interest of Landlord in the Premises is transferred to and owned by Bank or any other person, party or entity becomes the owner of the Premises (including Bank, collectively, "**New Owner**") by reason of foreclosure or other proceedings brought by it, or by any other manner, Tenant will be bound to New Owner under all of the terms, covenants and conditions of the Lease (including, without limitation, payment to New Owner of all rental payments required to be made by Tenant pursuant to the terms of the Lease) for the balance of the Lease term remaining and any extensions or renewals of the Lease which may be effected in accordance with any Lease-related option, with the same force and effect as if New Owner were Landlord under the Lease, and Tenant does hereby attorn to New Owner as its Landlord, and New Owner shall accept such attornment and recognize Tenant as the tenant under the Lease, 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 New Owner succeeding to the interest of Landlord in the Premises. Tenant agrees, however, upon the election of and written request by New Owner after New Owner receives title to the Premises, to promptly execute an instrument in confirmation of the foregoing provisions, reasonably satisfactory to New Owner and to Tenant, in which Tenant must acknowledge such attornment and must set forth the terms and conditions of its tenancy.

5. **Bank Not Bound by Certain Actions or Agreements.** Tenant agrees that if any New Owner becomes the owner of the Premises or succeeds to the interest of Landlord under the Lease, New Owner will not be: (a) liable for any action or omission of any lessor under the Lease prior to New Owner becoming lessor under the Lease ("**Prior Landlord**"), except for any acts or omissions continuing after the date upon which New Owner succeeds to the interest of Landlord under the Lease, provided that New Owner has been given notice and an opportunity to cure any default arising out of such act or omission; (b) subject to any offsets or defenses which Tenant might have against any Prior Landlord, except to the extent that Tenant's right to any such offset or defense continues after the date upon which New Owner succeeds to the interest of Landlord under the Lease, provided that the default giving rise to such offset or defense is capable of being cured by New Owner and New Owner has been given notice and an opportunity to cure such

default giving rise to such offset or defense; (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any Prior Landlord; (d) liable for any sum that any Prior Landlord owed to Tenant, including without limitation any security deposit, which Tenant may have paid to any Prior Landlord, unless such deposit is in an escrow fund available to Bank or actually received by New Owner, nor to pay any monetary penalty under the Lease, provided that Tenant shall maintain any offset rights and remedies against the Prior Landlord expressly set forth in the Lease; (e) bound by any amendment or modification of the Lease which reduced the fixed rent, terminated or shortened the term of the Lease, or had any other effect that materially increased Lender's obligations or decreased Lender's rights under the Lease, made without Bank's consent; (f) subject to New Owner's ongoing maintenance and repair obligations as of the date that New Owner succeeds to the interest of Landlord under the Lease, bound by any provision in the Lease which obligates Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises; (g) bound by any provision in the Lease which obligates Landlord to reimburse Tenant for any improvements Tenant makes to the Premises, provided that Tenant shall retain any offset rights and remedies against the Prior Landlord expressly set forth in the Lease; (h) bound by any provision of the Lease relating to the application of insurance or condemnation proceeds or the restoration of the Premises by Landlord in the event of a casualty loss to or a taking of the Premises, provided that Tenant shall retain any rights and remedies against the Prior Landlord expressly set forth in the Lease; (i) bound by any restrictions on the use of other properties owned by Landlord for purposes which compete with Tenant; or (j) liable for any representations and warranties made by Prior Landlord (or any related indemnity or agreement to hold harmless or defend Tenant), whether as of the date of the lease or continuing, nor obligated to remake any such representations and warranties as of any later date. Tenant agrees that New Owner may use any insurance or condemnation proceeds received by it in accordance with the Deed of Trust, provided that Tenant shall retain any rights and remedies against the Prior Landlord expressly set forth in the Lease. Upon any sale or other transfer by a New Owner of its interest in the Premises after acquiring title to the Premises, New Owner shall be automatically released and discharged from all liability accruing under the Lease after the sale or transfer, except for any liability resulting from New Owner's acts or omissions, or an event occurring during the period that New Owner had possession and control of the Property, and in each case such liability shall be limited as set forth in Section 6 below.

**6. Rights, Obligations and Liabilities of New Owner under Lease.** Subject to Section 5, New Owner in the event of attornment will have the same remedies in the event of any default by Tenant (following applicable written notice and beyond any period given Tenant and Leasehold Mortgagee to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. The liabilities under the Lease and this Agreement of any New Owner who acquires title to the Property will be limited to its interest in the Property, including the rents, profits, issues, proceeds of sale, and/or condemnation and insurance recoveries therefrom.

**7. Notice; Bank's Right to Perform Under Lease; Leasehold Mortgagee's Right to Perform Under Loan Documents.** In the event that Landlord defaults in the performance or observance of any of the material terms, conditions or agreements in the Lease, Tenant must give Bank written notice concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease specifying the default to Bank with sufficient detail as to allow Bank to

determine the nature of the default, and Bank has the right (but not the obligation) to cure such default. Tenant may not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, cancel, rescind or void the Lease or to withhold any rental, for a period of 15 days after receipt of that written notice by Bank with respect to any such default capable of being cured by the payment of money and for a period of 60 days (15, in the case of emergency) after receipt of that written notice by Bank with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such 60-day (or 15-day, if applicable) period because of the nature of such default, then the time to cure is extended for the reasonable period that is necessary to diligently complete the cure. Notwithstanding anything herein to the contrary, in the event of an emergency affecting safety or access to the Premises, Tenant shall be entitled to exercise any self-help rights expressly set forth in the Lease prior to the expiration of any cure period afforded to Bank pursuant to this paragraph. In the event that Landlord defaults in the performance or observance of any of the material terms, conditions or agreements in the Deed of Trust or any other Loan Document which would entitle Bank to cancel or terminate the Lease, Bank must give written notice specifying the default to Leasehold Mortgagee with sufficient detail as to allow such Leasehold Mortgagee to determine the nature of the default, and Leasehold Mortgagee has the right (but not the obligation) to cure such default. Bank may not take any action to terminate, rescind or void the Lease for a period of (a) 10 days after Bank delivers written notice to Leasehold Mortgagee to the address set forth in the beginning of this Agreement with respect to any such default capable of being cured by the payment of money, and (b) 30 days after Bank's delivery of written notice to Leasehold Mortgagee to the address set forth in the beginning of this Agreement with respect to any other default. Leasehold Mortgagee shall have the right to cure the default. In the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within the 30-day period set forth in clause (b) above because of the nature of such default, the time to cure by Leasehold Mortgagee is extended for the reasonable period that is necessary to diligently complete the cure, but in any event not to exceed an aggregate of 90 days from Bank's delivery of the notice specified in clause (b) above.

8. **Assignment of Lease.** Landlord has assigned or will assign, by a separate Assignment of Rents and Leases ("**Assignment of Leases**"), its interest in the rents and payments due under the Lease to Bank as security for repayment of the Loan. If in the future Landlord defaults in the performance and observance of the terms of the Deed of Trust, the Bank may, at its option under the Assignment of Leases (but subject to such conditions as are set forth in the Assignment of Leases), require that all rents and other payments due under the Lease be paid directly to it. Upon written notification to that effect to Landlord and Tenant by the Bank, the Landlord hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Bank. Bank and Landlord acknowledge and agree that Tenant shall be entitled to rely solely upon the written demand given by Bank referred to herein. The Assignment of Leases does not diminish any obligations of the Landlord under the Lease or impose any such obligations on the Bank upon Bank obtaining a court order authorizing such action.

9. **Rental Payment.** Landlord and Bank agree that upon receipt of written notice from Bank to Tenant directing Tenant to pay rents and other payments due under the Lease directly to Bank, Tenant may pay all rental and other charges reserved under the Lease directly to Bank, and Landlord hereby releases and discharges Tenant from any liability on account of such payments directly to Bank. Landlord and Bank further agree that any such payments must be credited by

both Bank and Landlord against Tenant's rental and other obligations under the Lease, regardless of whether Bank had the right to make such demand and regardless of any contrary demands which may be made by Landlord.

10. **No Amendment without Bank's Consent; No Conveyance or Encumbrance of Tenant's Estate.** Until the Deed of Trust has been fully released, satisfied or re-conveyed, (a) the Lease may not be amended in any way which would reduce the fixed rent, change the due date for fixed rent, terminate or shorten the term of the Lease, change any notice or cure period set forth therein, amends Article 11 of the Lease, or have any other effect that materially increases Landlord's or Bank's obligations or materially decreases Bank's rights under the Lease, without the prior written consent of Bank, not to be unreasonably withheld (and any purported amendment without Bank's consent is void against Bank), and (b) except to the extent that any assignment, sublease or other conveyance by Tenant is permitted under the Lease without the consent of Landlord, Tenant's estate in the Premises or any portion thereof may not be assigned, sublet or otherwise conveyed or encumbered without the prior written consent of Bank, and, subject to the foregoing, any purported conveyance or encumbrance without Bank's consent is void against Bank. Notwithstanding any of the foregoing to the contrary, the Lease may be replaced by a New Lease strictly in accordance with the terms of the Lease.

11. **Successors and Assigns; Certain Defined Terms.** This Agreement binds and inures to the benefit of all parties hereto, their successors and assigns. In this Agreement: the word "Tenant" means the Tenant specifically named above and any party who succeeds to Tenant's interest under the Lease, including, without limitation, Leasehold Mortgagee (or its nominee) or such other tenant (x) as a result of the exercise of remedies under the Leasehold Mortgage, or (y) under a New Lease entered into strictly in accordance with the terms of the Lease; the words "foreclosure" and "foreclosure sale" mean any judicial or non-judicial foreclosure and any acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in-lieu-of foreclosure, and the word "Bank" means the Bank specifically named above and any of its successors and assigns, including anyone who succeeds to Landlord's interest in the Premises by, through or under foreclosure of the Deed of Trust or the exercise of other remedies under the Deed of Trust, whether it be through a deed (or assignment) in-lieu or otherwise, including any New Owner.

12. **New Lease.** Each of the provisions in this Agreement relating to the Lease shall also apply to any New Lease entered into between Landlord and Leasehold Mortgagee (or its nominee) in accordance with the terms of the Lease.

13. **Additional Provisions.** This Agreement is governed by the law of the state in which the Premises is located. This Agreement may be modified or amended only by a writing signed by all of the parties to this Agreement, and any purported modification that is not in writing is automatically void. Each person executing this Agreement represents that he/she has the full power and authority to execute this Agreement on behalf of the party that he/she represents and to bind it to the provisions hereof. This Agreement shall terminate upon the repayment of the Loan in full.

[Signature page follows.]



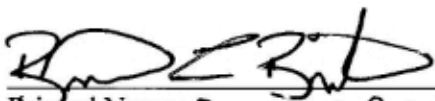
**SIGNATURE PAGE**  
**TO**  
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

535 S. Main Street, Bountiful, Utah

Landlord, Tenant, Bank and Leasehold Mortgagee have signed and delivered this Agreement as of the Effective Date.

“Landlord”:  
**INTEGRA CRE, LLC**, an Idaho limited liability company

“Tenant”:  
**C-A-L RANCH STORES, LLC**, a Delaware limited liability company

By:   
Printed Name: Branson L. Brinton  
Title: Managing Director

By: \_\_\_\_\_  
Printed Name:  
Title:

“Bank”:  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

“Leasehold Mortgagee”:  
**TCW ASSET MANAGEMENT COMPANY LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

By: \_\_\_\_\_  
Printed Name:  
Title:



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“Tenant”:  
**C-A-L RANCH STORES, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name:  
Title:

By:   
Printed Name: Rob Weitz  
Title: Vice President

“Bank”:  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

“Leasehold Mortgagee”:  
**TCW ASSET MANAGEMENT COMPANY LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

By: \_\_\_\_\_  
Printed Name:  
Title:



## ACKNOWLEDGMENT

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.

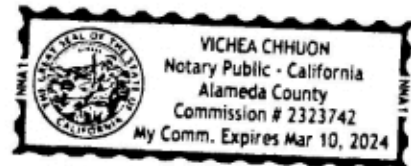
State of California  
County of Los Angeles )

On May 22, 2023 before me, Vichea Chhuon, Notary Public  
(insert name and title of the officer)

personally appeared Rob Weitz  
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 *Vichea Chhuon* (Seal)

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“Tenant”:  
**C-A-L RANCH STORES, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name:  
Title:

By: \_\_\_\_\_  
Printed Name:  
Title:

“Bank”:  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

“Leasehold Mortgagee”:  
**TCW ASSET MANAGEMENT COMPANY LLC**

By: Aaron Christese  
Printed Name: Aaron Christese  
Title: Vice president

By: \_\_\_\_\_  
Printed Name:  
Title:

**ACKNOWLEDGMENT PAGE**  
**TO**  
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

535 S. Main Street, Bountiful, Utah

**ACKNOWLEDGMENT**

STATE OF *Idaho* )  
 ) ss.  
COUNTY OF *Bonneville* )

This instrument was acknowledged before me on May 26, 2023, by Aaron Christensen the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, on behalf of said national association.



Jessica Ludowese  
Notary Public  
My commission expires: 08/19/2028  
[seal]

**SIGNATURE PAGE**  
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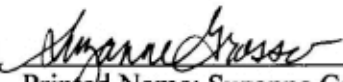
By: \_\_\_\_\_  
Printed Name:  
Title:

By: \_\_\_\_\_  
Printed Name:  
Title:

“Bank”:  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

“Leasehold Mortgagee”:  
**TCW ASSET MANAGEMENT COMPANY LLC**

By: \_\_\_\_\_  
Printed Name:  
Title:

By:  \_\_\_\_\_  
Printed Name: Suzanne Grosso  
Title: Managing Director



**ACKNOWLEDGMENT PAGE**  
**TO**  
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

535 S. Main Street, Bountiful, Utah

ACKNOWLEDGMENT

STATE OF      New York      )  
  ) ss.  
COUNTY OF    New York      )

This instrument was acknowledged before me on May 30, 2023, by Suzanne Grosso, the Managing Director of TCW ASSET MANAGEMENT COMPANY LLC, on behalf of said limited liability company.

MELONIE OCASIO  
Notary Public  
My commission expires: 3/14/2026  
[seal]

MELONIE OCASIO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01OC6430188  
Qualified in New York County  
My Commission Expires 03-14-2026

EXHIBIT A

Legal Description of Real Property on Which Premises Are Located

Bountiful Store (535 S. Main St.)

Parcel 1:

Beginning at a point on the South right of way line of 500 South Street, said point being North 89°48'05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said Point of Beginning also being South 89°48'05" West 263.89 feet from the Northeast corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey and running thence North 89°48'05" East along said South line 158.52 feet; thence South 0°10'30" East 121.04 feet; thence North 89°49'30" EAST 178.36 feet; thence North 0°10'30" West 9.30 feet; thence North 89°48'05" EAST 81.525 feet to the West right of way line of 100 East Street; thence South 0°10'30" East along said West right of way line 222.52 feet to an extension of the North line of Millstream Garden Apartments; thence North 87°52'35" West along said extension

and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said Apartments; thence North 0°43'18" East 1.52 feet to a certain old fence line; thence West along said fence line 160.36 feet to the East line of Main Street; thence North 0°11'05" West along said East line 207.32 feet; thence North 89°48'05" East 110.00 feet; thence North 0°11'05" West 110.00 feet to the Point of Beginning.

Less and except therefrom that portion conveyed to GFI Ltd. II, by Quit-claim Deed recorded January 18, 1985 as Entry No. 692685 in Book 1020 at Page 479 of Davis County Official Records and more particularly described as follows:

Beginning at a point which is North 89°48'05" East 446.88 feet and South 0°10'30" East 111.80 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful, Utah, said Point of Beginning also being North 89°48'05" East 72.99 feet and South 0°10'30" East 111.80 feet from the Northeast corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey and running thence North 89°48'05" East 36.16 feet; thence South 0°10'30" East 9.315 feet; thence South 89°49'30" West 36.16 feet; thence North 0°10'30" West 9.30 feet to the Point of Beginning.

Parcel 2:

Beginning at a point on the East line of Main Street, said point being South 89°48'05" West 373.89 feet and South 0°11'05" East 317.32 feet from the Northeast corner of Lot 4, Block L, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, said Point of Beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South 0°11'05" East along the East line of Main Street 96.50 feet; thence South 88°26'20" East along an old fence line 113.84 feet; thence South 0°43'18" West 0.66 feet to a corner of the Millstream Garden Apartments property; thence North 89°49'40" East (North 89°50'45" East per Millstream Garden Apartments) along said property 45.0 feet; thence North 0°43'18" East (North 0°44'23" East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the Point of Beginning.

Parcel 3:

Beginning on the South line of property conveyed to GFI Ltd. II, at a point South 89°48'05" West 33.00 feet and 144.8 feet South from the monument marking the Intersection of said 500 South and 100 East Street, said monument being North 89°52'35" East 67.96 feet along the Section Line, South 0°07'25" East 516.71 feet along the centerline of 400 East Street and South 89°48'05" West 1675.8 feet along the centerline of said 500 South Street from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 0°10'30" East 222.52 feet parallel to and 33.00 feet distant West from the centerline of said 100 East Street to an extension of the North line at Millstream Garden Apartments 1; thence North 87°52'35" West 16.51 feet, more or less; thence North 0°10'30" West 222.52 feet, more or less, to the South line of the "GFI" property along the existing West line of said 100 East Street; thence North 89°48'05" East 16.5 feet, more or less, along said South line to the Point of Beginning.

Parcel 4:

Together With those appurtenant non-exclusive easements and rights of way as set forth in "Declaration of Restrictions and Grant of Easements" recorded July 21, 1938 as Entry No. 646452 in Book 951 at Page 475 in the Official Records of Davis County, State of Utah, and as amended by that certain "First Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement, recorded March 19, 1984 as Entry No. 666904 in Book 982 at Page 477; by that certain "Second Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement," recorded November 02, 1984 as Entry No. 686747 in Book 1011 at page 1090; and by that certain "Agreement and Third Amendment to Declaration of Restrictions and Grant of Easements," recorded June 24, 1988 as Entry No. 829094 in Book 1242 at Page 822; all of Official Records of Davis County, State of Utah.

Parcel 5:

Also Together With those easements and rights of way for storm drainage and storm drainage lines as set forth in "Easement," recorded March 12, 1984 as Entry No. 666408 in Book 981 at Page 857 and in that certain document entitled "Easement Agreement," recorded August 17, 1984 as Entry No. 680624 in Book 1002 at Page 934 of Official Records of Davis County.

This Instrument is being filed as an accomodation only. It has not been examined as to its execution, Insurability or affect on title.