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Salt Lake City, UT 84101
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BOOK 1400 PAGE 1438

855163

WEBER COUNTY DEPUTY *Dennis Staker*

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 14th day of October, 1981, by and between and among John T. McMahan ("Tenant"), ST. BENEDICT INVESTMENT COMPANY ("Landlord") and UNION MUTUAL STOCK LIFE INSURANCE CO. OF AMERICA ("Beneficiary");

WITNESSETH:

PLATTED VERIFIED
ENTERED MICROFILMED

WHEREAS, Landlord is the owner of a leasehold interest in and to certain real property (the "Premises") situated in Weber County, State of Utah and more particularly described as follows:

Beginning at a point north 1282.73 feet and West 579.26 feet from the SE corner Section 17, T5N, R1W, SLB&M and running thence S72°26'W, 430.00 ft; thence N33°01'30"W, 109.01 feet; thence N0°26'E, 23.06 feet; thence N72°26'E, 451.93 feet; thence S17°34'E, 127.00 feet to beginning. Containing 56,695 sq. feet or 1.3015 Ac.

also

Beginning at the NE corner of St. Benedicts Professional Building, Phase II, said point being north 1407.66 feet and west 610.74 feet from the SE corner Section 17, T5N, R1W, SLB&M and running thence S17°34'E, 73.33 feet; thence S72°26'W, 7.70 feet; thence N17°34'W, 71.73 feet; thence S72°26'W, 137.63 feet; thence N17°34'W, 1.60 feet; thence N72°26'E, 145.33 feet to beginning. Containing 785 sq. feet or 0.0180 Ac.

At 07-05-3-0088

and

WHEREAS, ST. BENEDICT DEVELOPMENT COMPANY, a Utah General Partnership, through its authorized representatives GFI, LTD. and Leon Peterson, and Tenant have entered into an Agreement of Lease ("Lease") dated December 27, 1979 (and an amendment thereto dated 12/27/79 & 10/14/81) demising a part of the Premises (the "Leased Premises"); and

WHEREAS, ST. BENEDICT DEVELOPMENT COMPANY has assigned its interest in the Lease to Landlord; and

WHEREAS, Tenant has consented to such Assignment and has attorned to Landlord as landlord under the Lease; and

WHEREAS, Landlord has made, executed and delivered to Beneficiary one certain Note (the "Note") dated as of October 7, 1981 (in the principal amount of One Million Two Hundred Forty Thousand Dollars (\$1,240,000)) secured by a Deed of Trust and Security Agreement of the Premises of even date with the Note, which Deed of Trust was filed for record in the office of the Recorder of Weber County, State of Utah ("Office") in Book No. 1395, Page No. 362, prior to the recording of this Agreement; and

4-7-82

WHEREAS, the Note is additionally secured by an Assignment of Rents and Leases (the "Assignment"), filed for record in the aforesaid Office prior to the recording of this Agreement, wherein the Lease was assigned by Landlord to Beneficiary; and

WHEREAS, Beneficiary is at the date hereof the owner and holder of the Note secured by the Deed of Trust and Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Beneficiary, intending to be legally bound hereby, covenant and agree as follows:

1. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and Tenant is then in possession of the Leased Premises;

(a) The right of possession of Tenant to the Leased Premises shall not be affected or disturbed by Beneficiary in the exercise of any of its rights and remedies under the Note, the Deed of Trust, or the Assignment; and

(b) In the event Beneficiary obtains title to the Leased Premises through Trustee sale, foreclosure or deed in lieu of foreclosure under the Deed of Trust, Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Beneficiary, its successors or assigns, to the same extent and with the same force as if Beneficiary were the Landlord under the Lease.

2. Beneficiary shall be entitled, but not obligated to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Beneficiary were named therein as the Lessor. Beneficiary shall not, by virtue of the Assignment of this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Beneficiary shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Beneficiary has obtained title to the Leased Premises.

3. Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Beneficiary shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment

or modification of the Lease, made without the written consent of Beneficiary.

4. After notice is given to Tenant by Beneficiary pursuant to the Assignment, that the rentals under the Lease should be paid to Beneficiary, Tenant shall pay to, or in accordance with the directions of Beneficiary, all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Beneficiary and hereby releases and discharges Tenant of, and from any liability to Landlord on account of any such payments.

5. The Lease and Tenant's leasehold estate created thereby, including all rights and options to purchase the Leased Premises, if any, shall be and are completely and unconditionally subject and subordinate to the lien of the Deed of Trust and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

6. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Beneficiary, and their respective heirs, personal representatives, successors and assigns. In the event any one or more the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Beneficiary, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Utah.

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

TENANT:

ATTEST:

By _____

By *[Signature]*

LANDLORD:

ST. BENEDICT INVESTMENT COMPANY
By ST. BENEDICT DEVELOPMENT
COMPANY, its general partner

By *[Signature]*
Leon Peterson

GFI, LTD.

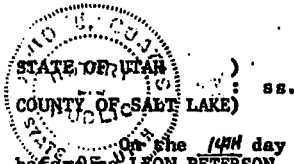
By *G. Walter Gasser*
G. Walter Gasser,
General Partner

By *Katie F. Gasser*
Katie F. Gasser, Trustee of
the G. Walter Gasser Family
Trust

BENEFICIARY:

UNION MUTUAL STOCK LIFE INSURANCE
CO. OF AMERICA

By *Frederick A. Banta*
Its SECOND VICE PRESIDENT



On the 14th day of October, 1981, personally appeared before me LEON PETERSON, G. WALTER GASSER (the general partner of GFI, LTD.), and KATIE F. GASSER (the Trustee of The G. Walter Gasser Family Trust), who being by me duly sworn, did say that they are the three general partners (or authorized agents of the said general partners) of ST. BENEDICT DEVELOPMENT COMPANY, a Utah joint venture, organized and existing as a Utah General Partnership, and that the above instrument was signed on behalf of ST. BENEDICT DEVELOPMENT COMPANY and ST. BENEDICT INVESTMENT COMPANY by proper authority, and the said LEON PETERSON, G. WALTER GASSER and KATIE F. GASSER duly acknowledged to me that said partnerships and Trust executed the same.

David B. Banta
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
7-27-85

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 14th day of October, 1981, personally appeared before me John T. McManan, who being by me duly sworn, did say that he is the of ~~and that the above instrument was signed on behalf of said corporation by proper authority, and the said~~ ~~acknowledged to me that said corporation executed the same.~~

D. B. Bents

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

7-27-85

STATE OF MAINE)
CUMBERLAND) ss.
COUNTY OF SALT LAKE)

On the 10th day of January, 1982, personally appeared before me Theodore F. Bernard, Jr., who being by me duly sworn, did say that he is the SECOND VICE PRESIDENT of UNION MUTUAL STOCK LIFE INSURANCE CO. OF AMERICA, and that the above instrument was signed on behalf of said corporation by proper authority, and the said Theodore F. Bernard, Jr. duly acknowledged to me that said corporation executed the same.

John P. Burnhames
NOTARY PUBLIC
Residing at ~~Salt Lake City, Utah~~
Buxton, Maine

My Commission Expires:

1-2-88

