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Gary W. Ott
Recorder, Salt Lake County, UT
MONUMENT TITLE INS. CO.
BY: eCASH, DEPUTY - EF 12 P.

Tax Serial Number:
15-31-477-049, 15-31-477-051

RECORDATION REQUESTED BY:
ZB, N.A. dba Zions First National Bank
Draper Financial Center
12271 South 900 East
Draper, UT 84020

WHEN RECORDED MAIL TO:
ZB, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1972
PO Box 25007
Salt Lake City, UT 84125-0007

MT # 161076

FOR RECORDER'S USE ONLY



00ZFN-3059251%0000SUBAGES

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated May 20, 2016 ("Agreement"), is made and executed among Ellason Equities LLC, whose address is 5354 West Rolling Brook Drive, Herriman, UT 84096 ("Landlord"); Thanh T. Doan and Thuy Xuan Pham, whose address is 4038 West 5115 South, Kearns, UT 84118 ("Tenant"); and ZB, N.A. dba Zions First National Bank, Draper Financial Center, 12271 South 900 East, Draper, UT 84020 ("Lender").

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 2

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated August 28, 2014 of the property described herein which was recorded as follows: UNRECORDED LEASE (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: THE BASIC TERMS AND CONDITIONS ARE OUTLINED IN SAID LEASE AGREEMENT AS AGREED BY LANDLORD AND TENANT. TENANT ACKNOWLEDGES THAT LANDLORD HAS PURCHASED THE INTEREST OF THE ORIGINAL LANDLORD UNDER THE LEASE AND THAT TENANT HAS ATTORNEED TO AND RECOGNIZES THE LANDLORD AS THE SOLE LANDLORD UNDER THE LEASE. NO FURTHER ACTION IS NECESSARY TO CAUSE LANDLORD TO BECOME THE CURRENT LANDLORD UNDER THE LEASE..

REAL PROPERTY DESCRIPTION. The Lease covers a portion of the following described real property (the "Real Property") located in Salt Lake County, State of Utah:

See Exhibit A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 4032-4040 West 4100 South, West Valley City, UT 84120. The Real Property tax identification number is 15-31-477-049, 15-31-477-051.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Cell-IQ, LLC, secured by the Real Property (the "Superior Indebtedness"):

A PROMISSORY NOTE DATED MAY 20, 2016 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$150,000.00 FROM LANDLORD TO LENDER together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the Promissory Note or Credit Agreements.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated May 20, 2016, from Eliason Equities LLC, a Utah Limited Liability Company to Lender (the "Lender's Lien") and recorded in Salt Lake County, State of Utah as follows:

A DEED OF TRUST AND FIXTURE FILING TO BE RECORDED SUBSTANTIALLY CONCURRENTLY HERewith.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Cell-IQ, LLC in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Cell-IQ, LLC, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 3

of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 4

this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant 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. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 5

(B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

UNLAWFUL USE, MEDICAL MARIJUANA, CONTROLLED SUBSTANCES AND PROHIBITED ACTIVITIES. Tenant shall not use or occupy or permit the use or occupancy of the Property in any manner that would be a violation of federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation manufacture, distribution or marketing of any controlled substances or other contraband or any law relating to the medicinal use or distribution of marijuana.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Loan No: 9001

(Continued)

Page 6

represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Applicable Law. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Landlord or Tenant may claim or assert against SBA any local or state law to deny any obligation of Landlord, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 7

unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MAY 20, 2016.

LANDLORD:

ELIASON EQUITIES LLC

By: 

Scott Burton Eliason, Manager of Eliason Equities LLC

LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

X 

Authorized Officer

TENANT:

X 

Thanh T. Doan, Individually

X 

Thuy Xuan Pham, Individually

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

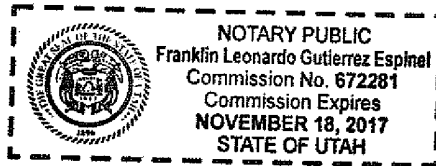
On this 25 day of MAY, 20 16, before me, the undersigned Notary Public, personally appeared **Scott Burton Eliason, Manager of Eliason Equities LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By FRANKLIN LEONARDO GUTIERREZ

Residing at UTAH

Notary Public in and for the State of UTAH

My commission expires NOV 18 / 2017



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Loan No: 9001

(Continued)

Page 9

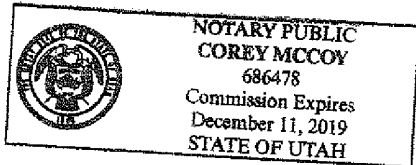
LENDER ACKNOWLEDGMENT

STATE OF Utah)
)
 COUNTY OF Salt Lake) SS
)

On this May 27th day of Utah May, 20 16, before me, the undersigned Notary Public, personally appeared Leo Gutierrez and known to me to be the Loan Officer, authorized agent for **ZB, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZB, N.A. dba Zions First National Bank**, duly authorized by **ZB, N.A. dba Zions First National Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **ZB, N.A. dba Zions First National Bank**.

By [Signature]
 Notary Public in and for the State of Utah

Residing at Draper
 My commission expires Dec 11, 2019



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this day before me, the undersigned Notary Public, personally appeared **Thanh T. Doan and Thuy Xuan Pham**, to me known to be the individuals described in and who executed the Subordination, Non-Disturbance and Attornment Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of May, 2016.

By [Signature]

Residing at Davis County

Notary Public in and for the State of Utah

My commission expires 10th September 2018

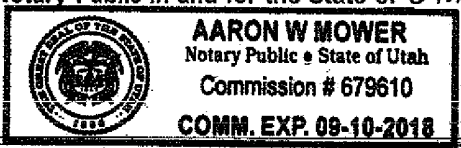


EXHIBIT "A"

**Parcel 1:
15-31-477-049**

Beginning at a point North 00°10'50" West 223 feet; and West 40 feet; and South 89°53'59" West 192.41 feet from the South East Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°01'50" East 170.00 feet; thence South 87°25'00" West 179.61 feet; thence North 02°36'57" West 154.31 feet; thence North 87°45'31" East 144.32 feet; thence North 02°33'40" West 21.32 feet; thence North 87°25'00" East 10.0 feet; thence South 84°03'25" East 33.31 feet to the point of beginning.

**Parcel 2:
15-31-477-051**

Beginning at a point on the Northerly right of way line of 4100 South Street, said point being South 89°53'59" West along the Section line 411.87 feet and North 45.28 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 87°25'00" West along said right of way line 47.96 feet; thence North 2°36'57" West 80.13 feet; thence North 87°25'00" East 47.96 feet; thence South 2°36'57" East 80.13 feet to the point of beginning.

Subject to and together with Rights of way for Ingres and egress as created and defined by that certain Common Driveway and Landscape Easement dated February 9, 1989 and recorded. February 9 1989 as Entry:4735033 in Book. 6103 at Page 423

Subject to and together with Rights of Way for Ingress and egress as created and defined in that certain Declaration and Reservation of Reciprocal Cross-Access Easement, dated July 5, 2006 and recorded July 10 2006 as Entry No. 9777948 in Book 9319 at Page 9512 and as amended by that certain First Amendment to Declaration and Reservation of Reciprocal Cross Access Easement, dated January 26, 2015, recorded January 30, 2015 as Entry No. 11985293 in Book 10292 at Page 7169.