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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:
Meadows Bank
8912 Spanish Ridge Avenue #100
Las Vegas, NV 89148

**TENANT SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

NCS-684236

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed January 30, 2015, by and between MEADOWS BANK ("Lender"), THIRD SOUTH LLC ("Lessor") VIAL FOTHERINGHAM LLP ("Sublessor") and PRICHETT, SILER & HARDY, P.C. ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement dated August 14, 2014 with 1415 SOUTH MAIN STREET, LLC for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at 515 SOUTH 400 EAST, SALT LAKE CITY, UT 84111, County of SALT LAKE, State of UTAH, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan (the "Loan") to Lessor for the benefit of to improve or to purchase the Property.

D. In connection with the Loan, Lessor has or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure Lessor's obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to Lessor the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:


1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.
2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will,

upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the sublessee of such successor in interest, and such successor in interest shall attorn to Tenant as Lessor under the terms of the Lease Agreement without change in the terms or provisions of the Lease Agreement except that:

- a. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's Lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 - b. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 - c. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 - d. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 - e. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 - f. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. Substitution of Landlord. VIAL FOTHERINGHAM LLP is hereby substituted as Landlord in the place of 1415 SOUTH MAIN STREET, LLC. The Lease Agreement shall be treated in all respects as a sublease between VIAL FOTHERINGHAM LLP and PRICHETT, SILER & HARDY, P.C.
 4. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.
 5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MEADOWS BANK

By: 
Mark S. Petit, VP

THIRD SOUTH LLC

By: _____
A. Richard Vial, Manager

By: _____
Thomas M. Johnson, Manager

VIAL FOTHERINGHAM LLP

By: _____
A. Richard Vial, Partner

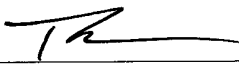
PRITCHETT, SILER & HARDY, P.C.

By: _____
Thomas D. Basmajian, Managing Partner

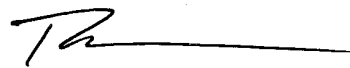
MEADOWS BANK

By: _____
Mark S. Petit, VP

THIRD SOUTH LLC

By:  _____
Thomas M. Johnson, Manager

VIAL FOTHERINGHAM LLP

By:  _____
Thomas M. Johnson, Managing Partner

PRITCHETT, SILER & HARDY, P.C.

By: _____

Name: _____

Its: _____

MEADOWS BANK

By: _____
Mark S. Petit, VP

THIRD SOUTH LLC

By: _____
A. Richard Vial, Manager

By: _____
Thomas M. Johnson, Manager

VIAL FOTHERINGHAM LLP

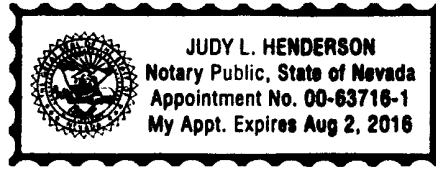
By: _____
A. Richard Vial, Partner

PRITCHETT, SILER & HARDY, P.C.

By: David W. Pritchett
Name: David W. Pritchett
Its: President

STATE OF NEVADA
COUNTY OF CLARK

)
:ss.
)



The foregoing instrument was acknowledged before me this Feb 4, 2015, by
MARK S. PETIT, VP, of MEADOWS BANK.

Judy L. Henderson

NOTARY PUBLIC

STATE OF
COUNTY OF

)
:ss.
)

The foregoing instrument was acknowledged before me this _____, by
A. RICHARD VIAL, MANAGER of THIRD SOUTH LLC.

NOTARY PUBLIC

STATE OF
COUNTY OF

)
:ss.
)

The foregoing instrument was acknowledged before me this _____, by
THOMAS M. JOHNSON, MANAGER of THIRD SOUTH LLC.

NOTARY PUBLIC

STATE OF NEVADA)
)
:ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this _____, by
MARK S. PETIT, VP, of MEADOWS BANK.

NOTARY PUBLIC

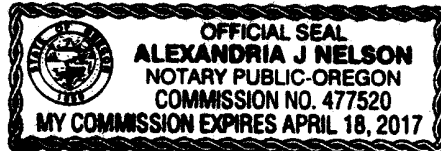
STATE OF *Oregon*)
)
:ss.
COUNTY OF *Clackamas*)

The foregoing instrument was acknowledged before me this February 9, 2015, by
THOMAS M. JOHNSON, MANAGER of THIRD SOUTH LLC.

Alexandra Nelson

NOTARY PUBLIC

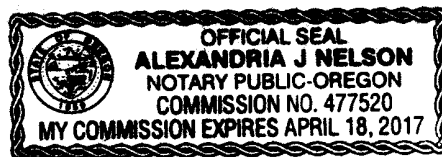
STATE OF *Oregon*)
)
:ss.
COUNTY OF *Clackamas*)



The foregoing instrument was acknowledged before me this February 9, 2015, by
THOMAS M. JOHNSON, MANAGING PARTNER of VIAL
FOTHERINGHAM, LLP.

Alexandra Nelson

NOTARY PUBLIC



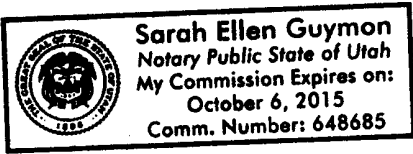
STATE OF)
)
:ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____, by
A. RICHARD VIAL, PARTNER of VIAL FOTHERINGHAM LLP .

NOTARY PUBLIC

STATE OF)
)
:ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this Tenant Subordination Agreement by
David W. Pritchett, President of PRICHETT, SILER & HARDY, P.C.



Sarah Ellen Guymon

NOTARY PUBLIC

Exhibit "A"

Legal Description

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5, AND THE EAST LINE OF 400 EAST STREET, SAID POINT BEING SOUTH 00°01'50" EAST 90.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 23, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 89°57'37" EAST 97.24 FEET; THENCE ALONG THE WEST FACE OF AN EXISTING WALL SOUTH 00°03'19" EAST 132.75 FEET; THENCE SOUTH 89°57'37" WEST 97.30 FEET; THENCE NORTH 00°01'50" WEST 132.75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH THE APPURTENANT RIGHTS, TERMS AND CONDITIONS AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS AND COVENANTS FOR JOINT USE OF PARKING TERRACE, RECORDED MARCH 28, 1979 AS ENTRY NO. 3256391 IN BOOK 4835 AT PAGE 697 OF OFFICIAL RECORDS.

APN: 16-06-454-023-0000