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10/22/2013 10:21:00 AM \$19.00
Book - 10186 Pg - 7915-7918
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

5082499

2219-256-035, -041, -042

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

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed October 10, 2013, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender") and ALTURA BENEFITS, LLC ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded five (5) year lease agreement with THOMPSON MICHIE ASSOCIATES, 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 428 East Winchester Street, Murray, UT 84107, Salt Lake County, 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 under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to TMA HOLDINGS, LLC, to improve or purchase the Property.

D. In connection with the Loan, Landlord 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 Landlord's obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to TMA HOLDINGS, LLC, 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. 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.
4. 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.

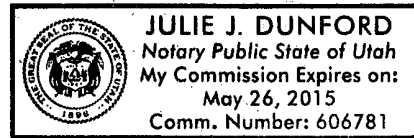
MOUNTAIN WEST SMALL BUSINESS FINANCE

By: [Signature]
Keler B. Soffe, Vice President

ALTURA BENEFITS, LLC

By: [Signature]

STATE OF UTAH)
)
:ss.
COUNTY OF Salt Lake)



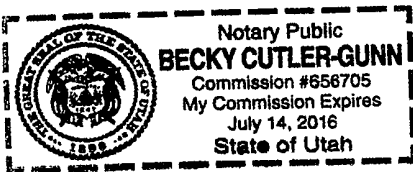
The foregoing instrument was acknowledged before me this October 2, 2013, by Keler B. Soffe, Vice President, Mountain West Small Business Finance.

[Signature]
NOTARY PUBLIC

STATE OF UTAH)
)
:ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this October 10, 2013, by Craig Paulson, President (title), ALTURA BENEFITS, LLC.

[Signature]
NOTARY PUBLIC



SCHEDULE A

Order Number: 5-082499

LEGAL DESCRIPTION

Parcel A:

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 06' 12" East 220.00 feet to the South Boundary Line of 6400 South Street; thence South 84° 35' 37" East along said South Boundary Line of 6400 South Street 200.52 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right; thence West 185 feet to the point of beginning.

Parcel B: "West ½ of Common Drive"

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet and East 185.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 33.00 feet; thence North 199.41 feet to the South Boundary Line of 6400 South Street; thence North 84° 35' 37" West along said South Boundary Line of 6400 South Street 18.08 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right to the point of beginning.

Parcel C: "East ½ of Common Drive"

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet and East 218.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 199.41 feet to the South Boundary Line of 6400 South Street; thence South 84° 35' 37" East along said South Boundary Line of 6400 South Street 18.08 feet; thence South 182.70 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 foot radius curve to the left; thence West 33.00 feet to the point of beginning.

Parcel D: Easement Estate

The above parcels being together with the non-exclusive Easements for Parking and Ingress and Egress, over and across the "Access Areas" and "Parking Areas" as more particularly defined and described in that certain Declaration of Easements recorded January 31, 1996 as Entry No. 6270469 in Book 7321 at Page 1784 of the Official Records.

Parcel No.: 22-19-256-035-Parcel A, 22-19-256-041-Parcel B, 22-19-256-042-Parcel C