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12/7/2016 2:53:00 PM \$20.00  
Book - 10508 Pg - 5206-5211  
Gary W. Ott  
Recorder, Salt Lake County, UT  
PIONEER TITLE INS AGCY  
BY: eCASH, DEPUTY - EF 6 P.

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

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

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed Dec. 6, 2016, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), ALTIUS MORTGAGE GROUP, LC. ("Sublessor") and RED SKY SOLUTIONS, LLC ("Tenant").

**RECITALS**

A. Tenant has heretofore entered into a written, unrecorded lease agreement with OLYMPUS SKYLINE MANAGEMENT, 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 11925 South 700 East, Draper, 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 OLYMPUS SKYLINE MANAGEMENT, LLC for the benefit of ALTIUS MORTGAGE GROUP, LC. to improve or to purchase the Property.

D. In connection with the Loan, OLYMPUS SKYLINE MANAGEMENT, LLC 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 OLYMPUS SKYLINE MANAGEMENT, 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. Substitution of Landlord. ALTIUS MORTGAGE GROUP, LC. is hereby substituted as Landlord in the place of OLYMPUS SKYLINE MANAGEMENT, LLC. The Lease Agreement shall be treated in all respects as a sublease between ALTIUS MORTGAGE GROUP, LC. and RED SKY SOLUTIONS, LLC.
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







Property Address: 11925 South 700 East  
Draper, UT 84020

**EXHIBIT "A"**

Lot 1A, BALLARD PROFESSIONAL CENTER SUBDIVISION AMENDED, Amending Lots 1, 2 and 3 of Ballard Professional Center Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Part of Tax Parcel No. 28-29-151-021