12429434 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, ATTORNMENT 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 REI	O 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. <u>Subordination to Loan Documents</u>. 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.

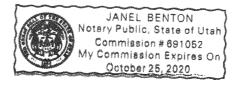
- 2. <u>Incorporation by Reference</u>; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as 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. <u>Substitution of Landlord.</u> 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. <u>No Personal Liability</u>. 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. <u>Successors</u>. 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 BUS	INESS FINANCE
By:	
Danny Mangum, Vice Presi	dent
RED SKY SOLUTIONS, LLC	
Ву:	
ALTIUS MORTGAGE GROUP, L	C.
By: Neal S. Bingham, Manager	
STATE OF UTAH COUNTY OF SALT LAKE) :ss.)
	strument was acknowledged before me this, 2016 by Danny Mangum, Vice President, Mountain



NOTARY PUBLIC

Tenant's Landlord.

West Small Business Finance.

STATE OF UTAH)
COUNTY OF SALT LAKE	:ss.)
The foregoing instrument was Edmonds (name), Presid	acknowledged before me this <u>Dec 7, 2014</u> , by <u>Rhet</u> <u>ent</u> (title), RED SKY SOLUTIONS, LLC.
HEATHER SYRETT Notary Public, State of Utah Commission # 689980 My Commission Expires On August 19, 2020	NOTARY PUBLIC
STATE OF UTAH COUNTY OF SALT LAKE) :ss.)
The foregoing instru December 7, MORTGAGE GROUP, LC.,	ument was acknowledged before me this, 2016 by Neal S. Bingham, Manager, ALTIUS NOTARY PUBLIC
ALLAN BOLE NOTARY PUBLIC-STATE OF U COMMISSION# 6899	TAH

COMM. EXP. 08-04-2020

Property Address: 11925 South 700 East Draper, UT 84020

EXHIBIT "A"

Lot 1A, BALLARD PROFESSIONAL CENTER SUBDIVSION 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