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Drafted by and when recorded
return to:

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Lansing, Michigan 48933

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12/04/2008 11:51 AM \$20.00
Book - 9662 Pg - 9676-9681
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: ZJM, DEPUTY - WI 6 P.

ESTOPPEL, ATTORNMENT, SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT (the "Agreement") made as of this ^{25th} day of November, 2008, by and between, **MAC-GRAY SERVICES, INC.**, the address of which is 404 Wyman Street, Suite 400, Waltham, MA 02451, as successor in interest to Web Service Company, Inc. (the "Lessee"), and **FARM BUREAU LIFE INSURANCE COMPANY OF MICHIGAN**, a Michigan Insurance Corporation, the address of which is P.O. Box 30400, 7373 West Saginaw Highway, Lansing, Michigan 48909 (the "Lender"); and joined in by **CHELSEA APARTMENTS, L.L.C.**, a Utah limited liability company, the address of which is 5441 Cottonwood Club Drive, Salt Lake City, Utah 84117 (the "Borrower").

WITNESSETH:

WHEREAS, the Borrower (the "Lessor") or its predecessor in interest, and the Lessee have entered into two Lease Agreements, dated April 29, 1999 and October 25, 1984, (collectively, the "Lease") relating to certain real property described therein for use as a laundry facility (the "Premises"); and

WHEREAS, the Lessor desires to borrow funds from the Lender (the "Loan") and the Lender will take a security interest in the real property described on Schedule A attached hereto and made a part hereof, part or all of which includes the Premises (the "Mortgage"); and

WHEREAS, the Lender requires certain assurances and agreements relative to the leasehold interest of the Lessee; and

WHEREAS, the Lessee desires to facilitate the Lessor's ability to borrow the funds from the Lender and has agreed to subordinate the Lease and all of its rights and interests in and to Premises, under the Lease and otherwise, to the Mortgage and to the interests of the Lender under the Mortgage, as more fully set forth below.

NOW, THEREFORE, in consideration of the Lease and the Loan by the Lender and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Lessee Certification**. Lessee hereby warrants, represents, covenants and certifies that (a) the Lease is in full force and effect; (b) there are no rental offsets, claims, or defenses to enforcement of the Lease; (c) the Lessee has accepted the Premises and commenced the Lease term; (d) the Lessee is in occupancy and paying rent on a current basis; (e) no default has occurred and is continuing under any of the terms or conditions of the Lease; (f) the Lease has not been changed or modified in any respect; (g) any material modification of the Lease on or after the date of this Agreement shall be null and void unless the modification is approved in writing by Lender; (h) no bankruptcy action is pending or anticipated against the Lessee; and (i) Lessee has been advised that the interest of the Lessor is being duly assigned to the Lender and that all rental payments shall continue to be paid to Lessor in accordance with the terms of the Lease, unless and until otherwise notified in writing by Lender, at which time the Lessee agrees to make rental payments only as directed by the Lender.

LTC# 46099

2. **Subordination and Non-Disturbance.** The Lease and all of the right, title and interest of the Lessee in and to the Premises hereby are and shall at all times continue to be subject to and subordinate in each and every respect (including, but not limited to any rights to insurance proceeds and condemnation awards and options to purchase) to the lien and all rights and remedies created and provided in the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage to the full extent of the principal sum thereof and all other sums secured thereby, including interest, and to any future mortgage or mortgages affecting the Premises held by the holder of the Mortgage or its successor in interest to the same full extent; provided, however, that such subordination shall be upon the express condition that the Lease shall be recognized by the Lender and, during the term of the Lease, the rights of the Lessee shall remain in full force and effect so long as the Lessee shall continue to perform all of the covenants and conditions of the Lease.

3. **Attornment.** If the interests of the Lessor under the Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure or other proceedings for enforcement of the Mortgage and the person who acquires the interests of Lessor as a result of any such action or proceeding (the "Purchaser", including the Lender if it would be the Purchaser and any successor purchaser) is entitled to possession of and/or income from the Premises and the Purchaser is required to continue the Lease in full force and effect (i.e., so long as the Lessee shall continue to perform all of the covenants and conditions of the Lease), then the Lessee shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be in effect in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the original landlord under the Lease, and Lessee does hereby attorn to the Purchaser (including the Lender if it is the Purchaser) as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser's succeeding to the interests of the landlord under the Lease.

4. **Non-Liability of Purchaser/Lender.** Purchaser (including the Lender if it is the Purchaser) shall not be (a) liable for any act or omission of any prior landlord; (b) subject to any claims, offsets or defenses which the Lessee might have against any prior landlord; (c) bound by any rent or additional rent which the Lessee might have paid for more than the then current month or the next immediately succeeding month to any prior landlord or any security deposit not remitted to the Purchaser; (d) bound by any amendment or modification of the Lease after the date of this Agreement made without the Lender's written consent or be bound by any covenant to undertake or complete construction of the premises or any portion thereof demised by the Lease. If the Purchaser is the Lender, upon any future sale by Lender to another purchaser, Lender will at such time be forever released from any and all duties and obligations incurred under the Lease which arise after the date of any such sale.

5. **Notice to Lender of Default.** The Lessee agrees not to terminate the Lease on account of a default by the Lessor or other landlord without giving the Lender a written notice and, upon receipt of said notice, the Lender shall have the opportunity for ninety (90) days to remedy and cure, or cause to be remedied and cured, said default before the Lessee is entitled, if at all, to terminate the Lease on account of any said default. Any notices given pursuant to this Agreement shall be by certified mail, return receipt requested, and addressed to the parties at the addresses set forth above.

6. **Modification of the Mortgage.** The Lender is authorized and empowered from time to time without notice to the Lessee, and without consideration, to give and make such extensions, renewals, modifications, indulgences, settlements and compromises as the Lender may deem proper with respect to the Mortgage and all other documents executed in connection with the issuance and sale, and purchasing of the Mortgage, without in any manner affecting or impairing its rights under this Agreement.

7. **Modifications of this Agreement.** This Agreement may not be materially changed, terminated or modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns and legal representatives.

BORROWER:

CHELSEA APARTMENTS, L.L.C.,
a Utah limited liability company

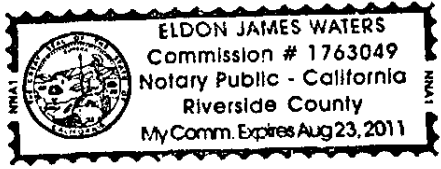
By: *John C. Williams*
John C. Williams, Trustee of the John Charles Williams Revocable Trust u/w/a dated October 30, 1997, and the Carlene Ann Williams Revocable Trust u/w/a dated October 30, 1997, MEMBER

By: *Carlene A. Williams*
Carlene A. Williams, Trustee of the John Charles Williams Revocable Trust u/w/a dated October 30, 1997, and the Carlene Ann Williams Revocable Trust u/w/a dated October 30, 1997, MEMBER

STATE OF CALIFORNIA
) SS
COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 21 day of November __, 2008 by John C. Williams and Carlene A. Williams, known to me to be the Trustees of (i) The John Charles Williams Revocable Trust u/w/a dated October 30, 1997 and the Carlene Ann Williams Revocable Trust u/w/a dated October 30, 1997, which Trusts are the duly authorized Members of Chelsea Apartments, L.L.C., a Utah limited liability company, on behalf of said company.

Eldon James Waters NOTARY PUBLIC
Notary Public, Residing at RANCHO MIRAGE
RIVERSIDE County, CALIFORNIA
My Commission Expires: AUGUST 23, 2011



SCHEDULE A

DESCRIPTION OF REAL PROPERTY

Land referred situated in SALT LAKE County, State of Utah, to-wit:

Beginning at a point 391.40 feet West and 25.00 feet North of the center of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 526.00 feet; thence North 136.7 feet to the East line of the Frontage Road; thence North 25°52'14" East along said line 420.04 feet; thence East 342.55 feet; thence South 515.00 feet to the point of beginning.

Tax Parcel No. 21-25-176-012

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ID\WJP