

Parcel: 16-28-304-020

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

BTC: 5-103041

13001669  
6/3/2019 3:52:00 PM \$40.00  
Book - 10787 Pg - 9273-9277  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 5 P.

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

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed April 30, 2019, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), EBS INVESTMENT CO., L.L.C. ("Lessor") PALETTI CORPORATION ("Sublessor") and CMC STRINGS, LLC ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement with Lessor 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 as 3210 S. Highland Drive, Salt Lake City, UT 84106, 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 EBS INVESTMENT CO., L.L.C. for the benefit of PALETTI CORPORATION to improve or to purchase the Property.

D. In connection with the Loan, EBS INVESTMENT CO., L.L.C. and PALETTI CORPORATION have or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to EBS INVESTMENT CO., L.L.C. 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 tenant of such successor in interest 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 Lessor. PALETTI CORPORATION is hereby substituted as Sublessor in the place of Lessor. The Lease Agreement shall be treated in all respects as a sublease between PALETTI CORPORATION and CMC STRINGS, 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 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.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: [Signature]  
Spencer Davis, Vice President

CMC STRINGS, LLC

By: [Signature]

PALETTI CORPORATION

By: [Signature]  
Jacqueline E. Brown, President

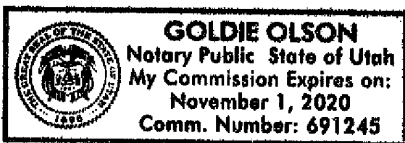
EBS INVESTMENT CO., L.L.C.

By: [Signature]  
Jacqueline E. Brown, Manager

STATE OF UTAH )  
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COUNTY OF Salt Lake )

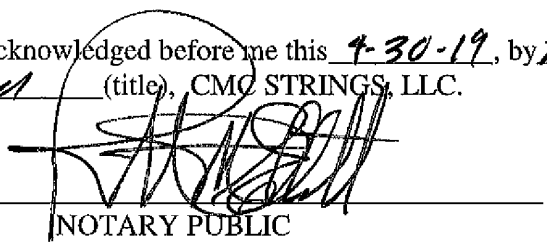
The foregoing instrument was acknowledged before me this 5/21/2019, 2019 by Spencer Davis, Vice President, Mountain West Small Business Finance.

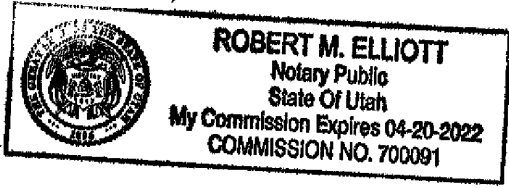
[Signature]  
NOTARY PUBLIC



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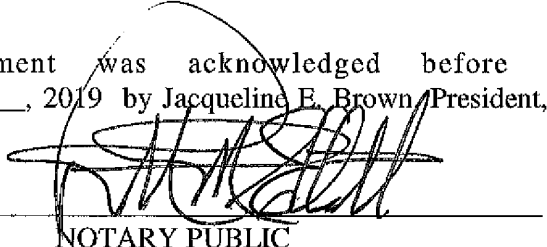
The foregoing instrument was acknowledged before me this 4-30-19, by Michael Murray (name), Manager (title), CMC STRINGS, LLC.

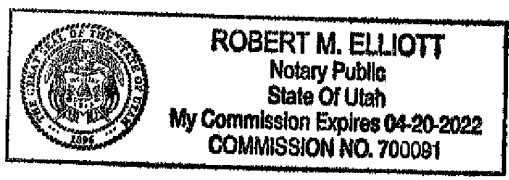
  
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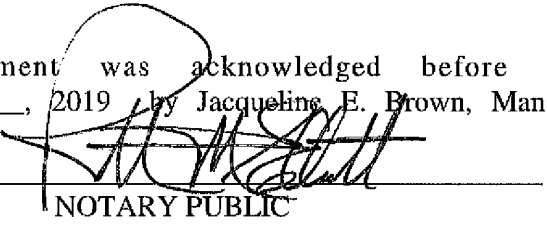
The foregoing instrument was acknowledged before me this April 30, 2019 by Jacqueline E. Brown President, PALETTI CORPORATION.

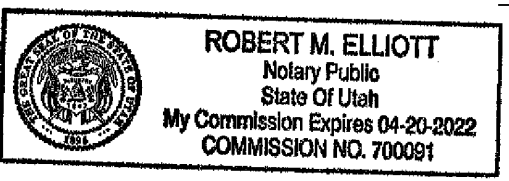
  
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NOTARY PUBLIC



STATE OF UTAH )  
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COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this April 30, 2019 by Jacqueline E. Brown, Manager, EBS INVESTMENT CO., L.L.C..

  
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NOTARY PUBLIC



*John*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL 1**

All of Parcel A, Shupe Subdivision, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P at Page 312.

**PARCEL 1A**

Together with and subject to the reciprocal easements and benefits as disclosed by that certain Reciprocal Easement Agreement recorded December 19, 2008 as Entry No. 10582915 in Book 9666 at Page 7145 and that certain affidavit recorded March 26, 2009, as Entry No. 10657377 in Book 9702 at Page 1412 in the office of the Salt Lake County Recorder, which reciprocal easement is described as follows:

Beginning at a point South 1109.97 feet and East 324.60 feet from the West corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°20'00" East 35.75 feet; thence South 00°17'49" West 4.67 feet; thence Southeasterly 3.70 feet along the arc of a 2.57 foot radius curve to the left, chord bears South 41°55'38" East 3.39 feet; thence North 89°28'14" East 30.19 feet; thence South 00°40'25" East 15.09 feet; thence South 89°28'14" West 11.61 feet; thence South 00°51'46" East 31.46 feet; thence North 89°23'47" East 31.74 feet; thence South 46°09'19" East 1.04 feet; thence North 43°11'12" East 8.37 feet; thence North 88°20'54" East 0.74 feet; thence South 47°24'56" East 8.76 feet; thence North 42°59'21" East 8.96 feet; thence South 00°40'25" East 3.74 feet; thence North 89°19'35" East 12.59 feet; thence North 00°40'25" West 3.74 feet; thence South 48°15'51" East 9.47 feet; thence North 43°53'30" East 8.22 feet; thence North 89°10'56" East 0.71 feet; thence South 46°46'56" East 8.55 feet; thence North 44°03'13" East 8.44 feet; North 89°08'26" East 5.99 feet; thence South 42°57'38" East 22.66 feet; thence Easterly 10.76 feet along the arc of a 9.5 foot radius curve to the left, chord bears South 75°24'13" East 10.19 feet; thence North 72°09'13" East 1.62 feet; thence South 15°15'50" East 60.66 feet; thence South 75°42'04" West 3.790 feet; thence Southwesterly 4.64 feet along the arc of a 3.50 foot radius curve to the left, chord bears South 37°41'02" West 4.31 feet; thence South 00°20'01" East 13.96 feet; thence North 89°45'40" West 190.97 feet; thence North 00°02'24" East 39.35 feet; thence Northwesterly 12.58 feet along the arc of a 7.34 foot radius curve to the left, chord bears North 49°07'41" West 11.09 feet; thence North 00°00'08" West 10.02 feet; thence North 89°36'35" West 9.67 feet; thence North 00°18'15" West 76.27 feet; thence North 01°23'30" East 3.03 feet; thence North 88°40'39" East 17.99 feet; thence Northeasterly 0.61 feet along the arc of a 0.50 foot radius curve to the left, chord bears North 53°48'47" East 0.57 feet; thence North 18°56'56" East 4.90 feet to the point of beginning.

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