

Record and return to:

MUFG UNION BANK, N.A.,
d/b/a MUFG Principal Commercial Capital
801 Grand Avenue
Des Moines, IA 50392-1360

ATTN: Diane Willey

FATCO NCS 244089-ai
APNS: 03-036-0115, 03-036-0116
03-036-0117 & 03-036-0118

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

758301

THIS AGREEMENT, made and entered into as of the 10th day of April, 2019, by and between **MUFG UNION BANK, N.A.**, a national banking association, d/b/a MUFG Principal Commercial Capital, with an address for purposes of notice at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1450 (hereinafter called "**Lender**") and **CM3 HOLDINGS, LLC**, a Delaware limited liability company, with its principal office at 50 Nashua Road, Suite 203, Londonderry, NH 03053, Attn: Joanna Joyce (hereinafter called "**Lessee**").

WITNESSETH:

WHEREAS, Lessee, as successor-in-interest to PFI Bountiful, LLC, has by a written lease dated August 1, 2013, as amended or supplemented by (i) First Amendment to Lease dated as of September 9, 2016 between Landlord and Tenant, (ii) Correspondence dated March 12, 2014 from Wasatch Commercial Management to Tenant confirming Commencement of Preliminary Term, and (iii) Correspondence dated May 27, 2014 from Wasatch Commercial Management to Tenant confirming Commencement of Rental Term (hereinafter called the "**Lease**" and the definition of "**Lease**" shall also include any future amendments or modifications specifically approved in writing by Lender), leased from the landlord named in the Lease (hereinafter called "**Lessor**") all or part of certain real estate and improvements thereon located at 155 W 500 South, Suite 3, Bountiful, Utah, as more particularly described in Exhibit A attached hereto (the "**Demised Premises**"); and

WHEREAS, Lessor is encumbering (or has previously encumbered) the Demised Premises as security for a loan (the "**Loan**") from Lender to Lessor (the "**Mortgage**"); and

WHEREAS, Lessee and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Mortgage;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each party to the other and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

(1) Lessee's interest in the Lease and all rights of Lessee thereunder, including but not limited to, any right or option to purchase the Demised Premises or any portion thereof, shall be and are hereby declared subject and subordinate to the Mortgage upon the Demised Premises and its terms, and the term "Mortgage" as used herein shall also include any amendment, supplement, modification, renewal, refinance or replacement thereof. Lender further agrees not to join Lessee in any foreclosure proceeding except to the extent necessary under applicable law, but such joinder shall not be in derogation of the rights of Lessee as set forth in this Agreement.

Notwithstanding anything herein to the contrary, Lender agrees to recognize Lessee's right or option to purchase only to the extent the purchase price for the sale of the Demised Premises is paid directly and immediately to Lender and is sufficient to pay in full the then outstanding indebtedness under the Loan, including any applicable premium.

(2) In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that the Lessee shall not then be in default beyond any grace period under the Lease and that the Lease shall then be in full force and effect, then Lender shall neither terminate the Lease nor join Lessee in foreclosure proceedings (except to the extent necessary under applicable law, but such joinder shall not be in derogation of the rights of Lessee as set forth in this Agreement), nor disturb Lessee's possession, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender. In the event Lender, its successors and/or assigns acquire the Demised Premises through foreclosure proceedings, deed-in-lieu of foreclosure, or otherwise, such event shall not activate Lessee's purchase option or right of first refusal.

(3) After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance of the Demised Premises in lieu of foreclosure, Lessee will thereafter attorn to and recognize Lender or any purchaser at any foreclosure sale or otherwise as its substitute lessor on the terms and conditions set forth in the Lease.

(4) Lessee hereby agrees that if Lessee has the right to terminate the Lease or to claim a partial or total eviction, or to abate or reduce rent due to a Lessor default under the Lease, Lessee will not exercise such right until it has given written notice to Lender, and Lender has failed within thirty (30) days after both receipt of such notice and the date when it shall have become entitled to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion within ninety (90) days of Lender's commencement to cure such default.

(5) There shall be no merger of the Lease or the leasehold estate created thereby with any other estate in the Demised Premises, including without limitation the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and said leasehold estate and any such other estate.

(6) [PARAGRAPH INTENTIONALLY OMITTED]

(7) This Agreement and its terms shall be governed by the laws of the state where the Demised Premises are located and shall be binding upon and inure to the benefit of Lender and Lessee and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale or otherwise. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties.

(8) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts when taken together shall constitute but one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK:
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been fully executed under seal on the day and year first above written.

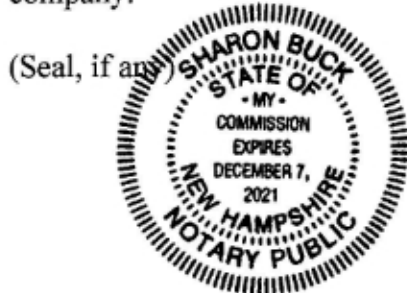
LESSEE:

CM3 HOLDINGS, LLC,
a(n) Delaware limited liability company,

By [Signature]
Name: Chad F. Fitton
Title: member

State of New Hampshire
County of Rockingham

The foregoing instrument was acknowledged before me this March 11, 2019 (date) by Chad Fitton (name of officer or agent) of CM3 Holdings, LLC, a(n) Delaware limited liability company, on behalf of the limited liability company.




[Signature]
(Signature of notarial officer)
Title (and Rank)

My commission expires 12/7/21

LENDER:

MUFG UNION BANK, N.A., a national banking association, d/b/a MUFG Principal Commercial Capital

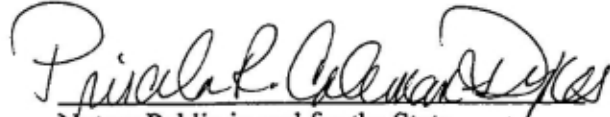
By 
Name: Philip R. Miller
Title: Managing Director

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On the 5th day of April, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Philip R. Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

(SEAL)




Notary Public in and for the State
of New York

PRISCILLA R COLEMAN DYKES
Notary Public - State of New York
No. 01CO6197368
Qualified in New York County
My Commission Expires December 1, 2020

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Bountiful, County of Davis, State of Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT NORTH 89°44'04" EAST 166.96 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'04" EAST 231.75 FEET; THENCE SOUTH 0°15'56" EAST 67.25 FEET; THENCE NORTH 89°44'04" EAST 9.01 FEET; THENCE SOUTH 0°15'56" EAST 80.55 FEET; THENCE NORTH 89°44'04" EAST 141.01 FEET; THENCE NORTH 0°15'56" WEST 5.00 FEET; THENCE NORTH 89°44'04" EAST 110.13 FEET; THENCE SOUTH 0°09'34" WEST 267.98 FEET; THENCE SOUTH 69°34'33" WEST 88.28 FEET; THENCE NORTH 80°58'26" WEST 162.70 FEET; THENCE NORTH 67°12'26" WEST 88.10 FEET; THENCE SOUTH 59°37'34" WEST 87.00 FEET; THENCE SOUTH 86°28'33" WEST 86.97 FEET; THENCE NORTH 0°09'34" EAST 161.09 FEET; THENCE SOUTH 89°44'01" WEST 173.54 FEET; THENCE NORTH 0°09'34" EAST 93.43 FEET; THENCE NORTH 89°44'04" EAST 168.33 FEET; THENCE NORTH 0°15'56" WEST 174.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 89°44'04" EAST 398.71 FEET AND SOUTH 0°15'56" EAST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL AND RUNNING THENCE NORTH 89°44'04" EAST 261.21 FEET; THENCE SOUTH 0°09'34" WEST 142.80 FEET; THENCE SOUTH 89°44'04" WEST 110.13 FEET; THENCE SOUTH 0°15'56" EAST 5.0 FEET; THENCE SOUTH 89°44'04" WEST 141.01 FEET; THENCE NORTH 0°15'56" WEST 80.55 FEET; THENCE SOUTH 89°44'04" WEST 9.01 FEET; THENCE NORTH 0°15'56" WEST 67.25 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 11.00 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY; RUNNING THENCE NORTH 89°44'04" EAST 167.04 FEET; THENCE SOUTH 0°15'56" EAST 174.50 FEET; THENCE SOUTH 89°44'04" WEST 168.33 FEET; THENCE NORTH 0°09'34" EAST 174.50 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT SOUTH 0°09'34" WEST 278.93 FEET FROM THE NORTHWEST CORNER OF BLOCK "L", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 89°44'01" EAST 173.54 FEET; THENCE SOUTH 0°09'34" WEST 161.09 FEET; THENCE SOUTH 86°28'33" WEST 43.63 FEET; THENCE NORTH 72°14'26" WEST 42.40 FEET; THENCE NORTH 88°41'25" WEST 89.60 FEET; THENCE NORTH 0°09'34" EAST 147.99 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.1: 03-036-0115

Tax Parcel No.2: 03-036-0116

Tax Parcel No.3: 03-036-0117

Tax Parcel No.4: 03-036-0118