

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SUNWEST BANK
2050 Main Street, Suite 300
Irvine, California 92614
Attn: Note Department

Loan No.: 540161001

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of March 15th, 2018, by and among SUNWEST BANK, a California banking corporation ("Lender"), Brandmakers, LLC (hereinafter "Tenant" regardless of being referred to as "Lessee" in the Lease), and JKJ, LLC ("Landlord" regardless of being referred to as "Lessor" in the Lease).

WITNESSETH:

A. Landlord owns or will own at the time this Agreement is recorded, that certain land described on Exhibit A attached hereto together with the buildings and related improvements located thereon (collectively, the "Real Property").

B. Under the terms of that certain unrecorded Standard Industrial/Commercial Single-Tenant Lease dated June 1st, 2017 (the "Original Lease"), as amended by that certain addendums (collectively, the "Lease"), Landlord has leased the entire Real Property to Tenant.

C. Landlord has executed or is about to execute that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Lender (the "Deed of Trust") pursuant to which Landlord will encumber Landlord's interest in the Real Property, to secure, among other things, the obligations of Landlord to Lender, or its successors or assigns, under, among other things, that certain Loan Agreement (the "Loan Agreement") and that certain Deed of Trust Note which evidence a loan (the "Loan") being made by Lender to Landlord.

D. The parties hereto desire to have the Lease be subordinate to the Deed of Trust, which Deed of Trust is to be recorded prior hereto or concurrently herewith, to establish certain rights of non-disturbance for the benefit of Tenant under the Lease, and further to define the terms, covenants and conditions precedent for such rights.

NOW THEREFORE, in consideration of the respective covenant made herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Subordination. Subject to the terms of this Agreement, the Lease, and the terms and provisions thereof, are and at all times shall be subordinate to, the Deed of Trust, including any and all renewals, modifications, extensions and amendments thereof and thereto.

2. No Amendment or Termination. Landlord and Tenant each agree not to enter into any amendment or modification of the Lease which would have a material and adverse effect on Lender's security interest under the Deed of Trust, without the prior written consent of Lender which shall not be unreasonably withheld, conditioned or delayed, or to terminate or decrease the term of all or any portion of the Lease (except upon expiration of the term or pursuant to any circumstance contemplated in the Lease) at any time during the term of the Loan or any extension thereof.

3. Non-Disturbance. Provided tenant is not in default (beyond any notice and cure periods) under the Lease, prior to any foreclosure or conveyance in lieu of foreclosure, Tenant shall have the right to remain in possession of the Real Property and enjoy all of its rights and privileges pursuant to the terms and conditions of the Lease. Notwithstanding any provision to the contrary herein or in the Deed of Trust, in the event of foreclosure of the Deed of Trust or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration of the term of the Lease, including any extensions and renewals of such term, and so long as Tenant is not in default (beyond any applicable notice and cure periods) under any of the terms, covenants and conditions of the Lease, Lender agrees on behalf of itself, its successors and assigns, including any purchaser at such foreclosure or other person succeeding to the interest of Landlord in the Real Property ("Transferee"), that Tenant shall have the right to remain in possession of the Real Property pursuant to the terms of the Lease.

4. Attornment; Bankruptcy of Landlord. In the event of foreclosure of the Deed of Trust or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term, Tenant shall attorn to Lender or Transferee, as the case may be, as its landlord under the Lease, and so long as Tenant is not in default (beyond any notice and cure periods) under any of the terms, covenants and conditions of the Lease, Lender or Transferee, as the case may be, shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between Lender or Transferee and Tenant for the full term thereof, together with all extensions and renewals now provided thereunder or hereafter approved by Lender and agreed to by Landlord and Tenant, upon the same terms, covenants and conditions as therein provided, and Lender or Transferee shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, with the same force and effect as if Lender or Transferee were originally named therein as Landlord, and Tenant shall thereafter make all rent or other payments due to Landlord under the Lease directly to either Lender or Transferee, as the case may be. No bankruptcy or similar proceeding with respect to Landlord shall serve to terminate this Lease during the term of the Loan. If this Lease is deemed terminated by such proceeding, and Lender, its successor or Transferee becomes, or intends to become, the

owner of the Real Property, then Tenant agrees that a new lease, containing the same terms and conditions of the Lease, shall be entered into between Tenant and Lender, its successor, or any Transferee as new landlord.

5. Limitation of Liability; Indemnification of Lender. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Deed of Trust or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder, the liability of Lender, its successors and assigns, or Transferee, as the case may be, under the Lease shall be limited to its interest in the Real Property; provided, further, however, that Lender or Transferee, as the case may be, and their respective successors and assigns, shall in no event and to no extent be:

(a) liable to Tenant for any past act, omission or default on the part of Landlord or any other prior landlord under the Lease, and Tenant shall have no right to assert the same or any damages arising therefore as an offset, defense or deficiency against Lender, Transferee or the successors or assigns of either of them; provided, however, that if such act, omission or default continues after Lender or Transferee, as the case may be, acquires fee title to the Real Property, Lender or Transferee shall be liable to Tenant, but only to the extent of damages to Tenant accruing after such acquisition;

(b) subject to any offsets or defenses which Tenant might have against Landlord to the extent arising from circumstances occurring prior to the date Lender or Transferee acquires fee title to the Real Property (except and only to the extent such circumstances continue after the date Lender or Transferee acquires fee title to the Real Property);

(c) liable to Tenant for any prepayment of rent more than thirty (30) days in advance of the due date thereof or any deposit, rental security or any other sums deposited with Landlord or any other prior landlord under the Lease and not delivered to Lender;

(d) bound by any material amendment or modification to the Lease reasonably interpreted to be materially adverse to Landlord to which Lender has not expressly consented;

(e) bound by any termination of the Lease or by the reduction of the Real Property or the term of the Lease to which Lender has not expressly consented;

(f) bound by any warranty or representation of Landlord or any other prior landlord under the Lease; or

(g) bound to perform any tenant improvement work required to be performed by Landlord under the Lease.

6. Consent to Assignment of Lease. Tenant hereby consents to the assignment by Landlord to Lender of all of Landlord's right, title and interest in and to the Lease and the Real Property. In the event that Lender notifies Tenant of a default under the Deed of Trust or the Loan secured thereby, and demands that Tenant pay its rent and all other sums due under the Lease to

Lender pursuant to a remedy available under the terms of the Deed of Trust or any other document securing or evidencing the Loan, Tenant agrees that it will honor such demand and pay its rent and other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice from Lender. Landlord consents to and agrees with the foregoing provision and agrees not to bring any action or claim against Tenant for non-payment of rent or other sums due under the Lease to the extent such rent or other sums has been paid to Lender pursuant to this Section 6.

7. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Lender and/or Transferee such other instruments as such party shall reasonably request in order to effectuate the provisions of this Agreement, provided, that the execution and delivery of same shall not result in any material cost to Tenant.

8. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:

(a) A copy of each notice of default, demand to cure any default or potential default given to Landlord pursuant to the Lease shall also be given simultaneously to Lender or its successor, and no such notice shall be effective for any purpose under the Lease unless so given to Lender or its successor at the address in Section 9 below (as may be updated by Lender from time to time); and

(b) If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further written notice of such fact to Lender or its successor, and Lender shall have the rights and protections afforded to it by Section 30.2 of the Lease.

9. Tenant hereby states, declares and certifies to Lender:

(a) The Lease has been properly authorized by proper corporate action on behalf of Tenant;

(b) There have been no promises or representations made to Tenant by Landlord concerning the Lease or the Real Property not contained in the Lease; and

(c) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Real Property, or any portion thereof or any interest therein, and to the extent that Tenant has had or hereafter acquires any such right or option, the same is hereby acknowledged to be subject and subordinate to the Deed of Trust and is hereby waived and released with respect to, and shall not be asserted against, any Transferee; and

Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written confirmation that the representations contained in this paragraph remain correct and complete (or specifying any matter to the contrary).

10. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given upon receipt when personally

served or sent by private delivery service or upon the third (3rd) business day after mailing if sent by U.S. registered or certified mail, postage prepaid, addressed as follows:

Lender: Sunwest Bank
2050 Main Street, Suite 300
Irvine, California 92614
Attention: Note Department

Landlord: JKJ, LLC
391 N Main, Suite 2
Spanish Fork, UT 84660
Attention: John Smiley

Tenant: Brandmakers, LLC
464-474 South Main Street,
Spanish Fork, UT 84660
Attention: James Greaves

11. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

12. Modification. This Agreement may not be modified orally or in a manner other than by an agreement signed by the parties hereto or their respective successors in interest.

13. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of California.

14. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

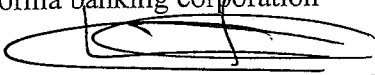
[SIGNATURE PAGE FOLLOWS]

Signature page for SNDA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

LENDER:

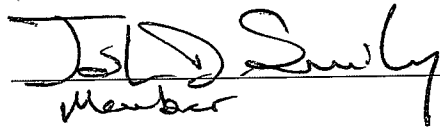
SUNWEST BANK, a
California banking corporation

By: 

Name: _____
Chad Canter

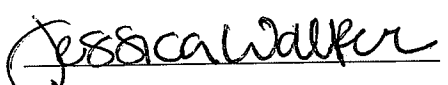
Title: _____
SVP, Utah Market President

LANDLORD:

By: 
Member

By: _____

TENANT:

By: 

Name: Jessica Walker

Title: Finance Manager

FOR LENDER:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

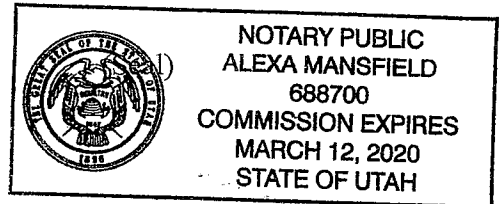
On March 29th, 2018, before me, Alexa Mansfield, a Notary Public, personally appeared Orna Carter who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alexa Mansfield



FOR LANDLORD ():

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

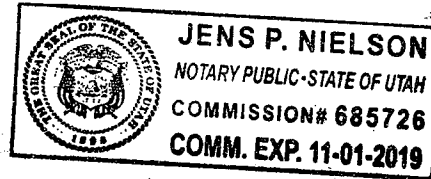
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On 3-28-18, before me, Jens P. Nielson a Notary Public, personally appeared John D. Smiley who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jens P. Nielson (Seal)



FOR TENANT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On 3-28-18, before me, Jens P. Nielson, a Notary Public, personally appeared Jessica Walker who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jens P. Nielson

(Seal)

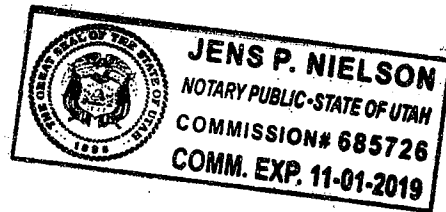


EXHIBIT A
Legal Description

The premises consist of approximately 9500 rentable square feet, being 100 % {Tenant's "pro-rata share"} of that 5000 square foot building or compromising space located in that building or complex having a common street address of 464-474 South Main Street, Spanish Fork, UT 84660, together with the right to use parking spaces and the attached common areas{collectively, the "Premises"}.

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing North 914.29 feet and West 231.29 feet from the Southeast Corner of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°59'0" West 249.16 feet; thence North 1°47'0" East 159.51 feet; thence South 89°27'0" East 250.82 feet; thence South 2°21'29" West 161.58 feet to the point of beginning.

ALSO: Commencing North 779.37 feet and West 236.85 feet from the Southeast corner of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°59' West 247.80 feet; thence North 1°47' East 135 feet; thence South 88°59' East 250 feet more or less; thence South 2°21'30" West 135 feet more or less to the point of beginning.

Parcel No.: 25-022-0138