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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

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21-36-376-021

After Recording, Return to:

Laura Lerma
Greer, Herz & Adams, L.L.P.
2525 South Shore Blvd, Suite 203
League City, Texas 77573

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into on June 25, 2015, between the undersigned STORAGECRAFT TECHNOLOGY CORPORATION, a Utah corporation (such party together with its successors and assigns including, without limitation, with respect to any individual, such individual's heirs, administrators, legal representatives and executors, all of the preceding being collectively herein referred to as "Tenant") and AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company (such party together with its successors and assigns including, without limitation, any purchaser at any foreclosure sale of the Mortgage, defined below, being herein collectively referred to as "Lender"), whose address is: Attn: Mortgage and Real Estate Investment Department, 2525 South Shore Blvd., Suite 207, League City, Texas 77573.

RECITALS

A. Tenant is the lessee under the lease which, together with any and all modifications and amendments thereto, is completely described on EXHIBIT "A" attached hereto and incorporated herein (collectively the "Lease").

B. BG DRAPER POINTE OFFICE I, L.C., a Utah limited liability company, (together with its successors and assigns including, without limitation, with respect to any individual, such individual's heirs, administrators, legal representatives and executors being herein collectively referred to as "Borrower"), the lessor or successor to the lessor under the Lease, has requested Lender to make to Borrower a mortgage loan secured or to be secured by a mortgage or deed of trust from Borrower to Lender (such mortgage or deed of trust collectively together with all renewals, increases, replacements, consolidations, modifications and extensions

thereof, the "Mortgage"), covering the property (the "Property") described on EXHIBIT "B" attached hereto and incorporated herein wherein the premises covered by the Lease are located.

C. Lender is willing to make the requested mortgage loan, provided Tenant executes this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the requested mortgage loan, Tenant and Lender hereby agree and covenant as follows:

1. The Lease and the lien thereof are and shall at all times continue to be subject and subordinate in all respects to the lien of the Mortgage and all rights, privileges and provisions in favor of Lender thereunder, and Tenant further waives all rights and claims to assert that the Lease or any provision thereof is superior to the lien or to any other provision of the Mortgage.

2. So long as Tenant is not in breach or default (beyond any period in the Lease given to Tenant to cure such breach or default) in the payment of rent or additional sums or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's use, occupancy, and possession under the Lease and Tenant's rights and privileges thereunder, or under any extensions, renewals, or expansions thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender acting pursuant to the Mortgage, and Tenant's use, occupancy, and possession shall not be disturbed by Lender during the term of the Lease or any such extensions, renewals, or expansions thereof in accordance with any extension or renewal options contained in the Lease.

3. If the interests of Borrower in the Property or the Lease shall be acquired by Lender by foreclosure, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interests of Borrower under the Lease, then provided that and so long as Tenant is not in default in the payment of any sums due from Tenant under the Lease or in the performance of any other obligation of Tenant under the Lease (beyond any period in the Lease given to Tenant to cure such breach or default), the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated, diminished, interfered with or disturbed except in accordance with the terms of the Lease, and except that Tenant shall be bound to Lender and Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions, renewals, or expansions thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the original lessor under the Lease, and Tenant does hereby attorn to Lender as its lessor, said attornment to be effective and self operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Borrower under the Lease; provided, however, that unless otherwise required by applicable law, Tenant shall be under no obligation to pay rent to Lender by virtue of this Agreement until Tenant receives written notice from Lender that Lender has succeeded to the interests of Borrower under the Lease or exercised

its assignment of rents and Lender has otherwise complied with the Utah Uniform Assignment of Rents Act, as amended. It is the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference for all purposes with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Borrower under the Lease, have the same remedies against Lender for the breach or default by Lender of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower for Borrower's breach or default; provided, however, that Lender shall not be:

(a) liable for any act or omission of any prior or succeeding landlord (including Borrower);

(b) liable for the return of any security deposit unless actually received by Lender;

(c) except for the rights provided to Tenant under Article 4 and paragraph 30(x) of the Lease, subject to any offsets or defenses which Tenant might have against any prior or succeeding landlord (including Borrower);

(d) except for Tenant's prepayment of the first full month of Basic Rental (as defined in the Lease) to Borrower, bound by any rent or additional sums which Tenant might have paid for more than one month in advance to any prior or succeeding landlord (including Borrower);

(e) except the assignments or transfers expressly permitted under Article 15 without the landlord's consent, approval or agreement, bound by any agreement, amendment or modification of the Lease or any cancellation or termination of the Lease by any prior landlord (including Borrower), made without Lender's prior written consent; or

(f) bound by any provision of the Lease restricting the use of other properties owned by Lender, as landlord, unless those properties are located in the Draper Pointe Development.

5. Tenant from and after the date hereof shall send a copy of any notice or statement of a breach or default (including matters which, but for the passage of time, the giving of notice, or both, would be a breach or default) under the Lease or any notices or statement of any intention to cancel or terminate the Lease by certified mail, return receipt requested to Lender at the address shown above at the same time such notice or statement is sent to Borrower. Tenant further agrees that, in the event of any act or omission by Borrower or other occurrence which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction (either actual or constructive), or in the event of any other breach or default by Borrower under the terms of the Lease, promptly after learning of the occurrence, Tenant shall so notify Lender by certified mail, return receipt requested, at the address above.

6. Lender shall have the option, within thirty (30) days, plus up to an additional sixty (60) days if Lender commences such cure within such thirty day period and continues such cure with reasonable diligence, to cure any such act, omission, breach, or default of Borrower described in such paragraph 5, including if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of Lender in lieu of the performance of Borrower and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any right to terminate the Lease for default or breach of the Lease or act or omission by Borrower in connection with the Lease, unless and until Tenant has notified Lender as provided in paragraph 5 hereof and until the time for Lender to commence and complete such cure has elapsed; provided, however, Tenant may exercise all remedies permitted under the Lease other than termination of the Lease after Tenant has provided the notice required by paragraph 5.

7. Tenant hereby agrees that for so long as the Mortgage encumbers or is a lien on the Property, or any portion thereof, and thereafter, should Lender acquire the Property, or any portion thereof, no covenant, agreement or other obligation of Borrower which is to be performed or complied with beyond the boundaries of the Property and no act or omission or occurrence which occurs beyond the boundaries of the Property (including, without limitation, any restrictions prohibiting Borrower's or its affiliates or other related persons or entities from competing, operating or leasing in competition with Tenant or to cause or restrict certain actions or activities on other property not encumbered by the Mortgage) shall be a breach or default under the Lease nor permit Tenant to cancel or terminate the Lease or abate or reduce any rent or other sums, unless Lender owns the property beyond the boundaries of the Property that is subject to the covenant, agreement or obligation. Nothing in this Section 7 shall prevent Tenant from seeking or obtaining a restraining order or injunction against such breach, default, act, omission or occurrence or from obtaining a monetary judgment against Borrower or any successor landlord other than Lender for any such breach, default, act, omission or occurrence.

8. In the event the Tenant becomes the owner of the Property or any portion thereof and the Mortgage is still a lien on the Property (i.e., the Mortgage has not been repaid in full at or prior to the Tenant's acquisition of the Property), there shall be no merger of the leasehold interest and the fee interest and the Lease shall remain in existence and, without limiting the foregoing, Lender shall be permitted to collect rent thereunder if a breach or default occurs under the Mortgage or any indebtedness secured thereby or any assignment of leases and/or rents by and/or executed in connection with any of the preceding. Nothing in this Agreement shall be construed to permit a transfer of Tenant's interest not permitted by the Lease.

9. This Agreement may not be amended or modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns including, any applicable, heirs, administrators, legal representatives and executors.

10. Except for Tenant's prepayment of the first full month of Basic Rental, Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

11. Tenant agrees that the Mortgage and the indebtedness secured thereby may be increased, rearranged, renewed, extended, consolidated and modified from time to time by agreement between Borrower and Lender, and, except as otherwise provided in the Lease, Lender may exercise any one or more of its rights under the Mortgage from time to time at Lender's discretion, all without notice to or consent of Tenant, and this Agreement shall continue in full force and effect as to all such renewals, extensions, increases, rearrangements, consolidations and modifications and all such exercises of rights.

12. Tenant acknowledges that Lender's liability in connection with or in any way relating to the Lease is limited to Lender's interest in the Property to the same extent as if the term "Landlord" in Article 26 of the Lease referred to mean the term "Lender" as defined in this Agreement.

13. Except as otherwise described on Exhibit "A", the Lease has not been amended or modified and is in full force and effect as originally executed, and there are no side letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements or otherwise.

14. To the best of Tenant's knowledge, neither Borrower nor Tenant is in breach or default under any provision of the Lease nor is Tenant aware of any act, omission or occurrence which, but for the passage of time, the giving of notice, or both, which would constitute a breach or default or would permit the Tenant to terminate the Lease or reduce or abate any rent thereunder. To the best of Tenant's knowledge, Borrower has complied fully and completely with all of Borrower's covenants, warranties and other obligations under the Lease to the date hereof. As of the date hereof, Tenant is fully obligated to pay the rent and other sums as and when due from Tenant under the Lease, subject to rent abatement rights as specified in the Lease, and is fully obligated to perform and is performing all of the obligations of Tenant under the Lease, without right of counterclaim, offset or other defense.

15. Pursuant to Section 3(a) of the Lease, Tenant is entitled to certain abated Basic Rental and Tenant has prepaid the first full month of Basic Rental to Borrower, which amount shall be applied in accordance the terms of the Lease. Lender provides its consent and approval to the abated Basic Rental and other sums accounted for, credited, and collected in advance by Borrower as provided in the Lease and to the reimbursement of Basic Rental as provided in the Lease. In addition, Lender acknowledges the existence of that certain Reimbursement Agreement between Tenant, Landlord, The Boyer Company, L.C., and KC Gardner Company, L.C. (the "Reimbursement Agreement"), pursuant to which Tenant is entitled to certain reimbursements of the Basic Rental, which Reimbursement Agreement is subordinate to the Mortgage, but which is a separate contract that is not a part of the Lease.

16. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

17. This Agreement may not be waived, amended or modified except by subsequent written agreement signed by the party to be bound.

18. The words “breach” and “default” are used interchangeably in this Agreement for convenience of drafting and there is no distinction between the meanings of either word.

19. This Agreement satisfies Borrower’s obligation, if any, to provide a subordination, non-disturbance and attornment agreement, or similar document, pursuant to the Lease.

20. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitutes one and the same agreement.

[Remainder of Page Intentionally Reserved]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STORAGECRAFT TECHNOLOGY CORPORATION, a Utah corporation

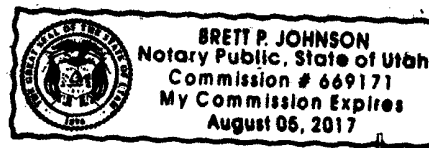
By: Thomas J. Shreve
Name: Thomas J. Shreve
Title: CEO

STATE OF Utah §
§ SS
COUNTY OF Salt Lake §

On the 25 day of June, 2015, before me, personally appeared Thomas J. Shreve, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/they signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brett P. Johnson
NOTARY PUBLIC



AMERICAN NATIONAL INSURANCE
COMPANY, a Texas insurance company

By: [Signature]

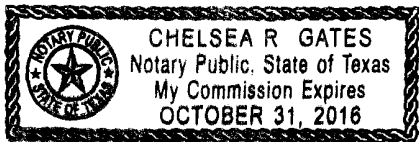
Name: Robert J. Kirchner
Vice President

Title: _____

STATE OF TEXAS §
 § SS
COUNTY OF GALVESTON §

Before me, the undersigned authority, a Notary Public, on this day personally appeared ROBERT J. KIRCHNER, Vice President of AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and notarial seal this 23 day of June, 2015.



[Signature]
Notary Public, State of Texas

EXHIBIT "A"

TO

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Dated: June 25, 2015

The Lease referred to in the foregoing Agreement is an office lease made and entered into April 8, 2014, by and between Draper GO3, L.C., as lessor, and Storagecraft Technology Corporation, as lessee, including Exhibits "A" to "G" attached to the Lease. The Lease has been amended and modified as follows:

1. **Assignment and Assumption of Lease, dated October 13, 2014, from Draper GO3, L.C. to BG Draper Pointe Office I, L.C.;**
2. **First Amendment to Office Lease, dated November 20, 2014;**
3. **Sublease Agreement, dated March 19, 2015; and**
4. **Form Notice Of Dates And Commencement Letter dated June 25, 2015.**

Tenant, Landlord, KC Gardner Company, L.C., and The Boyer Company, L.C., have also entered into that certain Reimbursement Agreement, dated June 25, 2015.

EXHIBIT "B"

(PROPERTY DESCRIPTION)

Lot 1, DRAPER POINTE OFFICE PARK SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah.

Tax Id No.: 27-36-376-021

4851-9613-0085, v. 7