

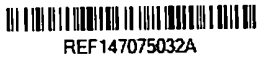
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Subordination of Real Estate Lease



REF147075032A

This agreement is dated as of April 16, 2018, by Integrity First Automobile LLC. (the "Tenant"), a Utah limited liability company, and delivered to JPMorgan Chase Bank, NA, and its successors and assigns (the "Bank"), whose address is 1115 South 800 East, Floor L1, Orem, UT, 84097.

The Tenant and Integrity First Building LLC (the "Owner/Mortgagor") entered into a lease dated April 16, 2018 (the "Lease"), with respect to the following described real property (the "Premises"):

Located in the City of West Jordan, County of Salt Lake, State of Utah:

See Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes Intended;

Commonly known as: 8020 South 1300 West, West Jordan, UT 84088
Tax Parcel Identification No: 21-34-276-010-0000

The Owner/Mortgagor wishes to provide or has provided the Bank with a mortgage on the Premises (as extended, renewed, modified, and/or replaced from time to time, the "Bank's Mortgage") to secure the Indebtedness (as defined in the Bank's Mortgage). The Bank is willing to extend or continue the Indebtedness upon the condition that the Tenant subordinate its interest in the Lease to the Bank's Mortgage.

THEREFORE, THE TENANT REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Tenant subordinates completely and unconditionally all of its right, title and interest in the Lease (including, but not limited to, purchase options and first refusal rights), to all of the Bank's right, title and interest under the Bank's Mortgage and agrees that the Bank's Mortgage is a lien prior and superior to the Lease;
2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease;
3. The term of the Lease has commenced and the Tenant is in possession of the portion of the Premises described in the Lease;

4. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
5. The Tenant, as of the date of this agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease, and no default by the Tenant or the Owner/Mortgagor exists under the Lease;
6. Without the prior written consent of the Bank, the leasehold will not be terminated or surrendered, nor will the Lease be modified, except rentals may be increased without the Bank's consent;
7. The Tenant will give the Bank notice of any default under the Lease by the Owner/Mortgagor, and the Bank shall have a reasonable opportunity, which shall in no event be less than one hundred twenty (120) days from the Bank's receipt of notice, to correct the default, but shall not be obligated to do so;
8. No action or failure to act by the Owner/Mortgagor shall adversely affect the rights of the Bank under this agreement, nor shall any such action or failure discharge the Tenant's obligations under the Lease;
9. If the Premises are sold at foreclosure sale, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests; and
10. Without notice to or the consent of the Tenant and without impairing or affecting this agreement, the Bank may take or refrain from taking any action regarding the Indebtedness that it deems appropriate, including without limitation (a) amending, modifying, extending or renewing the Indebtedness or changing any interest rate applicable thereto, (b) releasing, compromising, or settling any claim related to the Indebtedness, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to the Indebtedness, including rights and remedies against any guarantor, surety or accommodation party of all or any part of the Indebtedness, (d) determining when and in what order payments and credits shall be made to the Indebtedness, or (e) substituting, releasing or exchanging all or any portion of any collateral for the Indebtedness, including the Premises. The Tenant waives and agrees not to assert any rights or defenses with respect to any actions the Bank may take or refrain from taking with regard to the Indebtedness or any property now or hereafter securing any of the Indebtedness.
11. Any interest of the Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of the Bank in such proceeds or awards. The Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Bank's Mortgage have been paid in full. However, the Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

This agreement binds and benefits the Tenant and the Bank and their respective successors and assigns.


Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts). The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this agreement may be brought by the Bank in any state or federal court located in the State of Utah, as the Bank in its sole discretion may elect. By the execution and delivery of this agreement, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Tenant waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. THE TENANT AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE

IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Tenant: Integrity First Automobile LLC

By:  ANTONIO V. CAPELA

Landlord: Integrity First Building LLC

By:  ANTONIO V. CAPELA

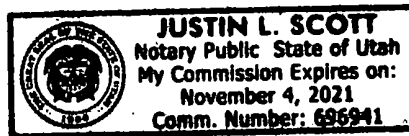
State of UTAH) ss
County of SALT LAKE)

Before me, a Notary Public in and for the above County and State, personally appeared ANTONIO V. CAPILLA
the MEMBER of INTEGRITY FIRST AROMATICS, LLC, who as such ANTONIO
V. CAPILLA acknowledged the execution of the foregoing instrument for and on behalf of said INTEGRITY FIRST AROMATICS
LLC.

WITNESS my hand and Notarial seal the 16TH day of APRIL, 20 18.

Signature: _____
Printed: Justin L. Scott
Notary Public

My Commission Expires: Nov. 4, 2021
My County of Residence: SALT LAKE CITY, UTAH



State of UTAH)
County of SALT LAKE) ss

Before me, a Notary Public in and for the above County and State, personally appeared ANTONIO V. CAPILLA
the MEMBER of INTEGRITY FIRST BIOLOGICALS, LLC, who as such ANTONIO
V. CAPILLA acknowledged the execution of the foregoing instrument for and on behalf of said INTEGRITY FIRST BIOLOGICALS
LLC.

WITNESS my hand and Notarial seal the 16TH day of APRIL, 20 18.

Signature: _____
Printed: Justin L. Scott
Notary Public

My Commission Expires: Nov. 4, 2021
My County of Residence: SALT LAKE CITY, UTAH

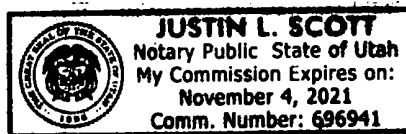


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point which is South 87 deg. 45' West 33.03 feet and South 0 deg. 02'15" East 309.29 feet from the Northeast corner of the Greenwood Industrial Park, said point of beginning also being North 0 deg. 02'15" West 1075.50 feet and South 89 deg. 51' West 33.0 feet from the East quarter corner of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89 deg. 51' West 291.06 feet; thence North 0 deg. 02'15" West 154.29 feet; thence North 89 deg. 51' East 291.05 feet; thence South 0 deg. 02'15" East 154.29 feet to the point of beginning.

Parcel No.: 21-34-276-010

PARCEL 2:

Beginning at a point which is South 87 deg. 45' West 33.03 feet and South 0 deg. 02'15" East 309.29 feet from the Northeast corner of the Greenwood Industrial Park, said point of beginning also being North 0 deg. 02'15" West 1075.50 feet and South 89 deg. 51' West 33.0 feet from the East quarter corner of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89 deg. 51' West 291.06 feet; thence South 0 deg. 02'15" East 10.00 feet; thence North 89 deg. 51' East 291.06 feet; thence North 0 deg. 02'15" West 10.00 feet to the point of beginning.

Parcel No.: 21-34-276-034