

WHEN RECORDED, RETURN TO:

COMERICA BANK
Denver Place - North Tower
999 18th Street, Suite 2001
Denver, CO 80202
Attn: Steve Engel

NCS- 750 768

00-0004-6180

00-0004-6149

00-0004-6156

00-0004-6131

00-0004-6164

00-0004-6172

00-0004-6248

SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made as of the 15 day of September, 2015, by and among KMAM REAL ESTATE LLC, also known as KMAM REAL ESTATE, L.L.C., a Utah limited liability company ("Landlord"), KARL MALONE HEBER, INC. dba KARL MALONE CHRYSLER DODGE JEEP RAM, a Utah corporation ("Tenant"), and COMERICA BANK ("Bank").

Recitals

A. Landlord desires to obtain a loan from Bank in the original principal amount of \$7,434,500 (the "Loan"), evidenced by that certain Installment Note of approximately even date herewith, executed by Landlord in favor of Bank (as may be amended, extended, increased or renewed from time to time, the "Note"). The Loan and Note are secured by, among other things, that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended or modified from time to time, the "Deed of Trust") of even date herewith and which will be recorded in the official records of Heber County, Utah Recorder, encumbering, among other things, the property described on Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Property").

B. Tenant has entered into that certain Lease Agreement dated January 1, 2014 (the "Lease") with Landlord pursuant to which Landlord has leased all or a portion of the Real Property to Tenant for the term and on the terms and conditions set forth in the Lease.

C. The parties desire to agree upon the relative priority of their interests in the Real Property and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Foreclosure Event" means (i) judicial or non-judicial foreclosure under the Deed of Trust; (ii) any other exercise by Bank of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Note and/or the Deed of Trust, as a result of which Successor Landlord becomes owner of any interest in the Real Property; or (iii) delivery to Bank (or its designee or nominee) of a deed or other conveyance of the Real Property in lieu of any of the foregoing.

(b) "Successor Landlord" means any party (and its successors or assigns) that becomes owner of the Real Property as the result of a Foreclosure Event, including, but not limited to, Bank.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest, and lien, and for all purposes, to the Deed of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent deed of trust with which the Deed of Trust may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon.

3. Nondisturbance and Attornment.

(a) No Exercise of Deed of Trust Remedies Against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable notice and cure periods, Bank shall not name or join Tenant as a defendant in any exercise of Bank's rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Bank may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If the Lease has not been terminated, then, when Successor Landlord takes title to the Real Property: (i) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (iii) Tenant shall recognize and attorn to Successor Landlord as Tenant under the Lease as affected by this Agreement as provided in Section 4 herein; and (iv) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

(c) Further Documentation. The provisions of this Agreement shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Agreement in writing upon request by either of them.

4. Attornment. If Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to

Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such Foreclosure Event had not occurred. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees; however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

- (a) liable for any act or omission of or any claims against any prior landlord (including Landlord); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (e) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or
- (f) bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (g) liable for any construction obligation of any prior landlord (including Landlord); or
- (h) liable for any breach of representation or warranty of any prior landlord (including Landlord); or
- (i) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Real Property.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be

deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Property from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

7. Bank's Right to Cure.

(a) Notice to Bank. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Bank with notice of the breach or default by Landlord giving rise to same ("Default Notice") and, or thereafter, the opportunity to cure such breach or default as provided for below.

(b) Bank's Cure Period. After Bank receives a Default Notice, Bank shall have a period of 30 days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Bank shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Bank agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Bank to possess and control the Real Property, provided only that Bank undertakes to Tenant by written notice to Tenant within 30 days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Bank's cure period shall continue for such additional time ("Extended Cure Period") as Bank may reasonably require to obtain possession and control of the Real Property and thereafter to cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Property has been appointed and is continuing to serve, Bank shall be deemed to have possession and control of the Real Property.

8. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Bank assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Bank, Landlord, and Tenant regarding the rights and obligations of Tenant, Landlord, and Bank as to the subject matter of this Agreement.

(c) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Deed of Trust.

(d) Bank's Rights and Obligations. Except as expressly provided for in this Agreement, Bank shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Bank under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation: Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of State of Utah, excluding such state's principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Notices. All notices, waivers, demands, requests, or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served, and received (i) if delivered by messenger, when delivered; (ii) if mailed, on the third (3rd) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested; or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

Bank:

Comerica Bank
39200 Six Mile Road
Livornia, Michigan 48152-2689
Attention: Commercial Loan Documentation, Mail Code 7578

Landlord:

KMAM Real Estate LLC
11453 South Lone Peak Parkway
Draper, Utah 84020

Tenant:

Karl Malone Heber, Inc.
46 East 200 South
Heber, Utah 84032

or such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

[Signature Page(s) Follow]

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

Bank:

COMERICA BANK

By: Steven J Engel
Name: Steven Engel
Title: VP

Tenant:

KARL MALONE HEBER, INC.

[Signature]
By: _____
Name: Andrew C Madsen
Title: Vice President

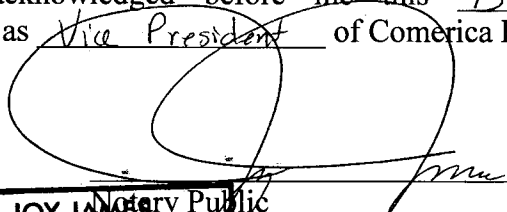
Landlord:

KMAM REAL ESTATE LLC

[Signature]
By: _____
Name: Andrew C Madsen
Title: Vice President

STATE OF Utah)
 : SS.
 COUNTY OF Salt Lake)

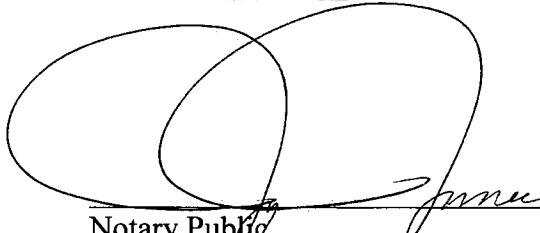
The foregoing instrument was acknowledged before me this 15 day of September, 2015, by Steven Engel, as Vice President of Comerica Bank.



Notary Public
JOY JAMES
Notary Public State of Utah
My Commission Expires on: November 21, 2018
Comm. Number: 679941
My Commission Expires: 11-21-18

STATE OF Utah)
 : SS.
 COUNTY OF Salt Lake)

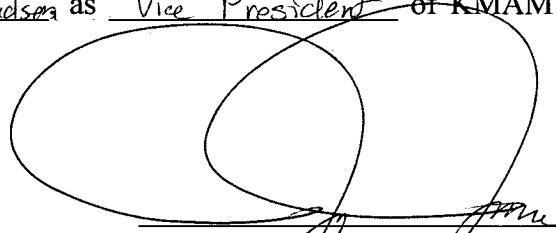
The foregoing instrument was acknowledged before me this 15 day of September, 2015, by Andrew Madsen, as Vice President of Karl Malone Heber, Inc., a Utah corporation.



Notary Public
Name: Joy James
JOY JAMES
Notary Public State of Utah
My Commission Expires on: November 21, 2018
Comm. Number: 679941
My Commission Expires: 11-21-18

STATE OF Utah)
 : SS.
 COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 15 day of September, 2015, by Andrew Madsen as Vice President of KMAM Real Estate LLC, a Utah limited liability corporation.



Notary Public
Name: Joy James
My Commission Expires on: November 21, 2018
Comm. Number: 679941
My Commission Expires: 11-21-18

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

BEGINNING IN THE NORTHWEST CORNER OF BLOCK 54, HEBER SURVEY; THENCE SOUTH 88°58' EAST 263.64 FEET; THENCE SOUTH 48' WEST 198.33 FEET; THENCE NORTH 88° 58' WEST 136.64 FEET; THENCE NORTH 48' EAST 64 FEET; THENCE NORTH 88°58' WEST 127 FEET; THENCE NORTH 48' EAST 134.66 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

THE SOUTH 64 FEET OF THE WEST 127 FEET OF LOT 3, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.

PARCEL 3:

THE NORTH 4 RODS OF THE WEST 11 RODS OF LOT 2, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.

PARCEL 4:

BEGINNING NORTH 00°48' EAST 4 RODS FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 54, HEBER SURVEY, AND RUNNING THENCE NORTH 00°48' EAST 4 RODS; THENCE SOUTH 89°12' EAST 11 RODS; THENCE SOUTH 00°48' WEST 4 RODS; THENCE NORTH 89°12' WEST 11 RODS TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH 4 RODS OF THE WEST 111.5 FEET OF LOT 2, BLOCK 54, HEBER SURVEY, ON RECORD WITH THE WASATCH COUNTY RECORDER.

PARCEL 6:

BEGINNING AT A POINT WHICH IS SOUTH 88°58' EAST 111.5 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 54, HEBER SURVEY, AND RUNNING THENCE SOUTH 88°58' EAST 70 FEET; THENCE NORTH 00°48' EAST 66 FEET; THENCE NORTH 88°58' WEST 70 FEET; THENCE SOUTH 0°48' WEST 66 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

THE WEST 5 RODS OF LOT 1 AND THE EAST 1 RODS OF LOT 2, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.

LESS AND EXCEPTING

BEGINNING NORTH 89°12' WEST 115.5 FEET FROM THE SOUTHEAST CORNER OF BLOCK 54, HEBER CITY SURVEY OF BUILDING LOTS AND RUNNING THENCE NORTH 89°12' WEST 7.5 FEET; THENCE NORTH 00°48' EAST 84.25 FEET; THENCE SOUTH 89°12' EAST 7.5 FEET; THENCE SOUTH 00°48' WEST 84.25 FEE TO THE POINT OF BEGINNING.

PARCEL 8

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 54, HEBER CITY SURVEY; THENCE SOUTH 0°48' WEST 69.33 FEET; THENCE NORTH 88°58' WEST 135 FEET; THENCE NORTH 0°48' EAST 69.33 FEET; TO THE NORTH LINE OF SAID BLOCK 54; THENCE SOUTH 88°50' EAST ALONG THE NORTH LINE OF SAID BLOCK 54 FOR 135 FEET TO THE POINT OF BEGINNING.

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