

12224157
2/18/2016 8:36:00 AM \$16.00
Book - 10403 Pg - 7930-7933
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 4 P.

#2

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

5-091777
15-12-280-014

**TENANT SUBORDINATION, ATTORMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed Feb. 16, 2016, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), ARCHITECTURAL SYSTEMS LLC ("Sublessor") and Justin Nelson-Carruth and Michael Bergfalk ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement with POP TOP STUDIOS for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at 64 West Fayette Avenue, Salt Lake County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to FACADE LLC for the benefit of ARCHITECTURAL SYSTEMS LLC to improve or to purchase the Property.

D. In connection with the Loan, FACADE LLC has or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure Landlord's obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to FACADE LLC the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and

5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: _____


Spencer Davis, Vice President

Justin Nelson-Carruth

Michael Bergfalk

ARCHITECTURAL SYSTEMS LLC

By: _____

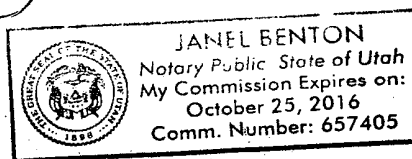

Ryan M. Parker, Manager

STATE OF UTAH)

COUNTY OF UTAH Salt Lake) ss.

The foregoing instrument was acknowledged before me this Feb 16 2016, 2016 by Spencer Davis, Vice President, Mountain West Small Business Finance.


NOTARY PUBLIC

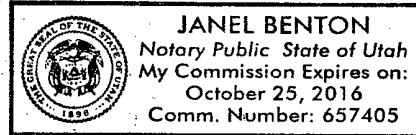


STATE OF Utah)
COUNTY OF Salt Lake) :SS.

The foregoing instrument was acknowledged before me this Feb. 16, 2016,
by Justin Nelson - Carruth and Michael Bergfalk.

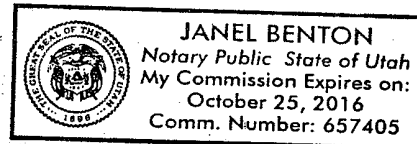
Janel Benton
NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF ~~UTAH~~ Salt Lake) :SS.



The foregoing instrument was acknowledged before me this
Feb 16, 2016 by Ryan M. Parker, Manager, ARCHITECTURAL
SYSTEMS LLC,

Janel Benton
NOTARY PUBLIC



Order No.: 5-091777

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing 33 feet North and 117 feet East from the Southwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey and running thence East 55 feet; thence North 45 feet; thence North $01^{\circ}24'$ West 115 feet; thence West 15.2 feet; thence North 94.1 feet; thence West 8 feet; thence South $15^{\circ}27'$ West 97.6 feet; thence South $06^{\circ}54'$ West 25 feet; thence South 135.2 feet to the point of beginning.

Parcel No.: 15-12-280-014