

THIS INSTRUMENT PREPARED BY:
EverBank, a federal savings bank
301 W Bay Street, 28th Floor, Cost Center A27
Jacksonville, FL 32202
RECORDED DOCUMENT RETURN TO:

ENT 81567:2015 PG 1 of 20
Jeffery Smith
Utah County Recorder
2015 Sep 04 12:12 PM FEE 49.00 BY SS
RECORDED FOR Founders Title Company
ELECTRONICALLY RECORDED

F-87690UT



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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made as of September 3, 2015 between EVERBANK, a federal savings bank ("Lender"), Rod Works, Inc. d/b/a Rod Works ("Tenant"), and Barber Brothers LLC and Springville 2012 LLC, both Utah limited liability companies as ("Landlord") and Barber Brothers Springville LLC and Springville 2012 LLC, both Utah limited liability companies as ("Successor Landlord"), with respect to the following facts.

- A. Lender is making a loan to Successor Landlord to be evidenced by a Promissory Note (the "Note") payable to Lender and secured by a mortgage, deed of trust or deed to secure debt (the "Mortgage") encumbering the property described in Exhibit A attached hereto and the buildings and improvements thereon (collectively, the "Property").
- B. Successor Landlord has leased to Tenant all or portion of the Property (the "Premises") by that certain lease agreement dated as of February 15, 2007 with an amendment to said lease dated December 9, 2011 between Successor Landlord and Tenant (the "Lease").
- C. Lender will not make the loan to Successor Landlord to be secured by the Mortgage unless Successor Landlord and Tenant enter into this Agreement with Lender.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender, Tenant and Successor Landlord agree as follows:

- 1. Lease. The Lease is in good standing, and in full force and effect without any modification or amendment as of the date hereof. The Lease shall not be amended without the written approval of Lender and shall not be terminated or canceled except as expressly provided in the Lease.
- 2. Subordination. The Lease is and shall be subject and subordinate to the lien and all of the terms, covenants and conditions of the Mortgage, to all advances made or to be

made thereunder, to the full extent of the principal sum and interest thereon from time to time secured thereby, and to any renewals, modifications and extensions or modifications thereof, including any increase in the indebtedness secured thereby or supplements thereto, subject to the terms and conditions set forth in this Agreement.

3. Non-disturbance. So long as Tenant is not in default (beyond any periods given under the Lease to Tenant to cure such default) in (i) the payment of any monetary obligation under the Lease, or (ii) the performance of any of the other terms, covenants or conditions with which Tenant is obligated to comply pursuant to the Lease, then:

(a) The right of possession of Tenant to the Premises shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the Note; nor shall Tenant be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease except in accordance with the terms of the Lease and this Agreement; and

(b) In the event Lender succeeds to the interest of Successor Landlord under the Lease, the Lease shall not be terminated or affected thereby, and any sale of the Premises by Lender or pursuant to the judgment of any court in an action to enforce the remedies provided for in the Mortgage shall be made subject to the Lease and the rights of Tenant thereunder.

Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the grant of non-disturbance in favor of Tenant.

4. Recognition and Attornment. If Lender succeeds to the interest of Successor Landlord under the Lease and all terms therein and the rights of Successor Landlord thereunder, the Lease shall continue in effect, shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease as specified in the Lease (the "Term") with the same force and effect as if Lender were the Successor Landlord under the Lease. In such event, Tenant shall attorn to Lender as its Successor Landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant, immediately upon Lender succeeding to the interest of Successor Landlord under the Lease. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments due by Tenant under the Lease to Lender or as Lender may in writing direct. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the Term, shall be and are the same as are then in existence, as set forth in the Lease.

(a) Rights Under the Lease. If Lender shall succeed to the interests of Successor Landlord in and to the Premises or under the Lease, Lender's responsibility under the terms of the lease will be effective only if the Lender takes ownership of the collateral property. Lender will not accept responsibility for any act or action of the former owner or its agents.

5. Collection of Rents and/or Possession of the Premises by Lender. Upon receipt of written notice from Lender, Successor Landlord and Tenant agree that Tenant shall pay all rent and other amounts owing under the Lease to a bank account or accounts designated by Lender. Any such payment by Tenant made in the manner directed by Lender shall be

credited against the rental obligations of Tenant under the Lease in the direct order of maturity of the rental and other installments due thereunder, and Successor Landlord hereby releases Tenant from all claims and liabilities as to the payment of rent or any other amount due under the Lease if such payment is made pursuant to the written direction of Lender.

6. Notice and Opportunity to Cure Successor Landlord Default.

(a) Tenant shall furnish to Lender copies of all notices which Successor Landlord is entitled to receive under the Lease, and upon request by Lender, Tenant agrees to certify in writing to Lender whether or not any default on the part of Successor Landlord exists under the Lease and the nature of any such default.

(b) Tenant shall notify Lender in writing of the occurrence of any default by Successor Landlord and shall permit Lender a period of thirty (30) days from the date of such notice (the "Cure Period") in which to cure such default prior to proceeding to exercise any of the rights or remedies of Tenant under the Lease, including termination of the Lease, abatement of rental payments due thereunder, or performance of Successor Landlord's covenants or obligations which Tenant asserts to be in default.

(c) The Cure Period (i) shall be extended by any period of time during which Lender is diligently pursuing the cure of a default which can not reasonably be expected to be cured within the initial thirty (30) day Cure Period, and (ii) shall not be deemed to commence until after any period of time during which Lender is pursuing acquisition of title to the Premises through foreclosure or otherwise, such period to include, without limitation, any period of time (a) during which Lender's acquisition of title to the Premises is stayed by any proceeding in bankruptcy, any injunction or other judicial process, and (b) after acquisition of title by Lender during which Successor Landlord or any other party is contesting the validity of the acquisition of Lenders title to the Premises.

(d) With respect to defaults which are personal to Successor Landlord, such as bankruptcy, and thus not capable of being cured by Lender, or with respect to defaults which are not capable of being cured without possession of the Premises, then Lender shall be deemed to be diligently pursuing a cure of such default if, within the above-described Cure Period, Lender commences and thereafter pursues (subject to any judicial stays, injunctions or other delays) foreclosure proceedings for the Premises. Furthermore, in the case of defaults personal to Successor Landlord, Lender shall be deemed to have cured such defaults upon final foreclosure of the Premises.

7. Limitation of Lender Liability. Notwithstanding anything to the contrary contained in this Agreement or the Lease, in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of the Lease to be observed, honored or performed by Lender as Successor Landlord, Tenant shall look solely to the estate and property of Lender in the Premises for the recovery of any judgment (or any other judicial procedures requiring the payment of money by Lender) from Lender, it being agreed that Lender shall never be personally liable for any such judgment and that no property or assets of Lender other than Lender's interest in the Premises shall be subject to levy, execution or other procedures for satisfaction of Tenant's remedies. Lender shall not be required to respond in monetary damages from any of its properties or assets other than

Lender's interests in the Premises. Lender shall not be bound hereunder or under the Lease subsequent to the date upon which Lender transfers its interest in the Premises to any third party.

8. Succession in Interest. For purposes of this Agreement, Lender will be deemed to have succeeded to the interest of Successor Landlord under the Lease upon (i) the transfer of title to the Premises to Lender, whether by virtue of foreclosure, sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, or (ii) the occurrence of any other event as a result of which Lender may acquire the right, title and interest of Successor Landlord in and to the Lease or the Premises. If a purchaser other than Lender acquires the Property upon foreclosure of the Mortgage, and if such purchaser provides written notice to Tenant that such purchaser shall be bound by this Agreement, then such purchaser shall have the same rights as Lender would have if Lender had purchased at the foreclosure sale.

9. Notices. All notices, requests and communications ("Notice") hereunder shall be given in writing and shall be delivered or mailed (i) personally, (ii) by certified or registered mail, postage prepaid, return receipt requested or (iii) by depositing the same with a reputable overnight courier service, postage prepaid, for next business day delivery, to the parties at their addresses listed next to the signature of each of the foregoing parties. Notice shall be deemed given when delivered personally, or four (4) business days after being placed in the United States mail, if sent by certified or registered mail, or one (1) business day after deposit with such overnight courier service. Any party may, by proper written notice hereunder to the other parties, change the individual address to which such Notice shall thereafter be sent to such party.

10. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by the Agreement. For purposes of this Agreement, all references herein to "Lender" shall be deemed to include also any subsequent holder of the Mortgage who has given notice to Tenant of its ownership of the Mortgage and who has furnished to Tenant its mailing address and/or any other person succeeding to title to the Premises and/or the Lease encumbered by the Mortgage or any part thereof and who claims by, through or under Lender, whether by virtue of foreclosure, or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise.

11. Attorneys' Fees. In the event any legal action or proceeding is commenced to interpret or enforce, the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof; the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party as shall be plead and proven by such party and awarded by a court of competent jurisdiction.

12. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. Headings. The headings of this Agreement are for convenience of reference only.

14. Modification. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors.

15. Counterparts. This Agreement may be signed in counterparts.

16. Termination. From and after payment in full of the loan secured by the Mortgage and the recordation of a release or satisfaction thereof without the transfer of the Property to Lender as a purchaser, this Agreement shall become void and of no further force or effect.

17. Non-Merger. Successor Landlord, Tenant and Lender agree that the fee (or ground leasehold) title to the Property and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the unification of said estates in Successor Landlord, Tenant, Lender or any third party by purchase, assignment or otherwise.

18. Reliance by Lender. Tenant and Successor Landlord acknowledge that Lender shall rely on this Agreement in connection with the making of a mortgage loan to Successor Landlord.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed effective as of the day and year first above written although actually executed on the date(s) set forth in the acknowledgments below:

LENDER ADDRESS:
301 W Bay Street,
28th Floor, Cost Center A27
Jacksonville, FL 32202

LENDER:
EVERBANK,
a federal savings bank

By: [Signature]
Name: David Pappas
Title: Vice President

SUCCESSOR LANDLORD ADDRESS:
3098 S Highland Dr. Ste. 325
Salt Lake City, UT 84106

LANDLORD:

Barber Brothers, LLC

By: [Signature]
Name: JOHN BARBER
Title: MANAGER

By: [Signature]
Name: CHARLES F. BARBER
Title: MANAGER

By: [Signature]
Name: FRED R. BARBER
Title: MANAGER

By: [Signature]
Name: SAM J. BARBER
Title: MANAGER

LANDLORD

Springville 2012, LLC

By: [Signature]
Name: Denise Propanikolas
Title: Member

SUCCESSOR LANDLORD:

Barber Brothers Springville, LLC

By: [Signature]
Name: JOHN BARBER
Title: MANAGER

By: [Signature]
Name: CHARLES F. BARBER
Title: Manager

By: [Signature]
Name: FRAN R. BARBER
Title: MANAGER

By: [Signature]
Name: SCOTT J. BARBER
Title: MANAGER

SUCCESSOR LANDLORD

Springville 2012, LLC

By: [Signature]
Name: Denise Papanikolas
Title: Member

TENANT ADDRESS:

Rod Works
3381 W Mayflower Ave Ste 275
Lehi, UT 84043

TENANT:

By: [Signature]
Name: Mark Tuttle
Title: CEO

THIS DOCUMENT MUST BE SIGNED BEFORE A NOTARY PUBLIC

LENDER NOTARY ACKNOWLEDGMENTS

STATE OF FLORIDA

NOTARY

COUNTY OF DUVAL

I, Lisa R. Gilliam, a Notary Public in and for the aforesaid State and County, do hereby certify that David Pappas, the Vice President of EverBank, personally appeared before me this day and that by the authority duly given and on behalf of EverBank, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 1st day of September, 2015.

Lisa R. Gilliam
Notary Public



TENANT NOTARY ACKNOWLEDGMENTS

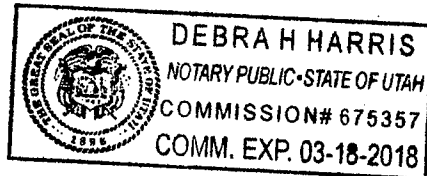
STATE OF Utah

NOTARY

COUNTY OF Utah

I, Debra H Harris, a Notary Public in and for the aforesaid State and County, do hereby certify that Mark Tuttle, the CEO of Rad Works, personally appeared before me this day and that by the authority duly given and on behalf of Rad Works, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 7 day of August, 2015.



Debra H Harris
Notary Public

LANDLORD NOTARY ACKNOWLEDGMENTS

STATE OF Utah

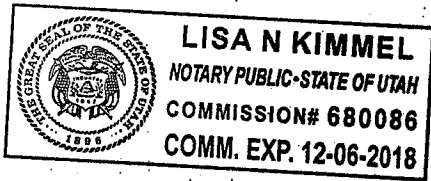
NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Sam J. Barber, the manager of Barber Brothers LLC personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers LLC the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.

Lisa N. Kimmel
Notary Public



LANDLORD NOTARY ACKNOWLEDGMENTS

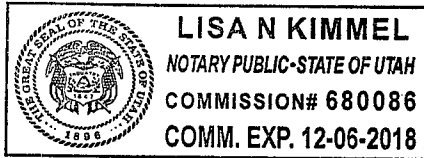
STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Charles F. Barber, the manager of Barber Brothers LLC, personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers LLC the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

LANDLORD NOTARY ACKNOWLEDGMENTS

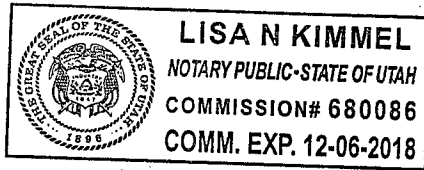
STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that John M. Barber, the manager of Barber Brothers LLC, personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

LANDLORD NOTARY ACKNOWLEDGMENTS

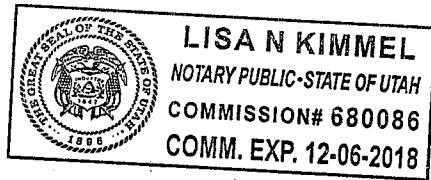
STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Fred E. Barber, the manager of Barber Brothers LLC, personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

LANDLORD NOTARY ACKNOWLEDGMENTS

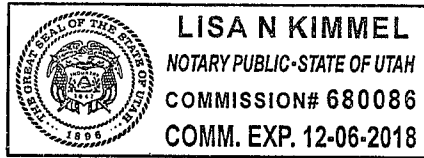
STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Denise Papani Kolas, the manager of Springville 2012 LLC, personally appeared before me this day and that by the authority duly given and on behalf of Springville 2012 LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

SUCCESSOR LANDLORD NOTARY ACKNOWLEDGMENTS

STATE OF Utah

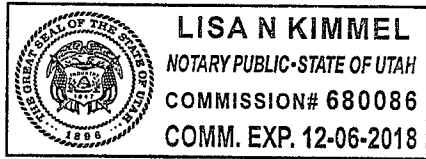
NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Jam J. Barber, the Manager of Barber Brothers Springville LLC personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers Springville LLC the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.

Lisa N. Kimmel
Notary Public



SUCCESSOR LANDLORD NOTARY ACKNOWLEDGMENTS

STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Charles F. Barber, the Manager of Barber Brothers Springville, LLC, personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers Springville, LLC the foregoing instrument was signed and executed by him for the purposes therein expressed. ll

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

SUCCESSOR LANDLORD NOTARY ACKNOWLEDGMENTS

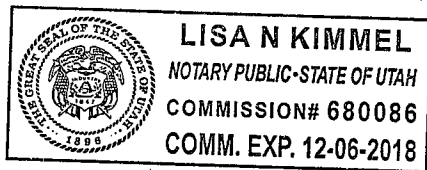
STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that John M. Barber, the manager of Barber Brothers Springville LLC, personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers Springville LLC the foregoing instrument was signed and executed by him for the purposes therein expressed. llc

WITNESS my hand and notarial seal this the 3 day of September, 2015.



Lisa N. Kimmel
Notary Public

SUCCESSOR LANDLORD NOTARY ACKNOWLEDGMENTS

STATE OF Utah

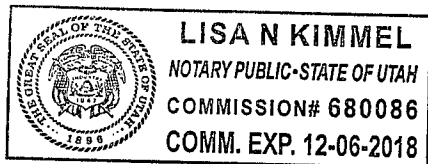
NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel, a Notary Public in and for the aforesaid State and County, do hereby certify that Fred P. Barber, the manager of Barber Brothers Springville LLC personally appeared before me this day and that by the authority duly given and on behalf of Barber Brothers Springville LLC the foregoing instrument was signed and executed by him for the purposes therein expressed. ll

WITNESS my hand and notarial seal this the 3 day of September, 2015.

Lisa N. Kimmel
Notary Public



SUCCESSOR LANDLORD NOTARY ACKNOWLEDGMENTS

STATE OF Utah

NOTARY

COUNTY OF Salt Lake

I, Lisa N. Kimmel a Notary Public in and for the aforesaid State and County, do hereby certify that Denise Dapnikolas, the member of Springville 2012 LLC, personally appeared before me this day and that by the authority duly given and on behalf of Springville 2012 LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3 day of September, 2015.

Lisa N. Kimmel
Notary Public



**LEGAL DESCRIPTION
EXHIBIT "A"**

Parcel 1:

A Portion of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, located in Springville, Utah, more particularly described as follows:

Beginning at a point on the Northerly right-of-way line of a 500 South/Frontage Road (1950 West) as shown and described on a street dedication Plat recorded as Entry No. 2566:01, Map #8895, according to the Official Records of Utah County, said point being located North 89°11'58" East along the Section line 574.56 feet and North 479.12 feet from the South Quarter Corner of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°47'16" East 166.32 feet; thence West 44.64 feet; thence North 41°28'09" East 74.61 feet; thence Northeasterly along the Arc of a 140.00 foot radius non-tangent curve to the left (radius bears: North 49°52'21" West) 97.17 feet through a Central Angle of 39°46'00" (chord: North 20°14'39" East 95.23 feet); thence North 00°21'39" East 3.32 feet to the Southerly right-of-way line of State Road 77 (400 South), the previous 3 (three) courses along said frontage road; thence South 89°37'10" East 216.44 feet along State Road 77; thence along the Arc of a 28.50 foot radius curve to the right 44.73 feet through a Central Angle of 89°55'06" (chord: South 44°39'30" East 40.28 feet); thence South 00°18'03" West 275.58 feet, the Previous 2 (two) courses along a street dedication of 1750 West recorded as Entry No. 2056:2001, Map #8892, according to the Official records of Utah County; thence along a street dedication of a new frontage road recorded as Entry No. 2566:2001, Map #8895, the following 3 (three) courses; thence along the Arc of a 13.00 foot radius curve to the right 20.53 feet through a Central Angle of 90°29'13" (chord: South 45°32'39" West 18.46 feet); thence North 89°12'44" West 270.18 feet to the point of beginning.

Less and Excepting from Parcel 1, that portion of subject property conveyed by that certain Warranty Deed recorded October 14, 2009 as Entry No. 108766-2009 of Official Records, being a parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point 800.58 feet North 0°16'02" West along the section line and 825.92 feet East from the South quarter corner of said Section 31; and running thence S37°13'01"E 61.27 feet; thence N00°18'03"E 20.08 feet to a point on a 28.5 foot radius curve to the left; thence 40.35 feet along said curve the chord of which bears N44°39'34"W for 40.28 feet; thence N89°37'10"W 8.85 feet to the point of beginning.

Parcel 2:

Together with those rights accrued under that certain Amended and Restated Reciprocal Easement Agreement recorded on June 17, 2003, as Entry No. 91359:2003 of Official Records, and in that certain First Amendment to Amended and Restated Reciprocal Easement Agreement recorded on November 7, 2007, as Entry No. 158830:2007 of Official Records.

The following is shown for information purposes only: Tax Parcel No. 23:030:0084