

WHEN RECORDED, RETURN TO:

Backman Title  
5255 Edgewood Drive #150  
Provo, UT 84604

Order No. 7-042165

**SUBORDINATION AGREEMENT**

NOTICE: THIS AGREEMENT RESULTS IN THE PRIORITY OF THE LIEN YOU NOW HOLD BEING PLACED IN AN INFERIOR POSITION TO A NEW LOAN BEING OBTAINED BY YOUR BORROWER ON THE LAND SECURING YOUR LOAN.

On this 30<sup>th</sup> day of August, 2018, by **Better Investment Club, LLC**, a Utah limited liability company (Hereinafter referred to as the Borrower/Lessor) and **BetterBody Foods & Nutrition LLC** (Hereinafter referred to as the Lessee), in favor of **Wells Fargo Bank, N.A. ("New Lender")**, have agreed as follows:

**WITNESSETH:**

Whereas, the Borrower/Lessor is the owner of the following described real property ("Land"), situated in the County of Utah, State of Utah, To-Wit:

Unit Nos. 1, 2, 3, 4, 5 and 6 contained within Plat "A" of the White Inc. Lot 1 Condominiums, a Condominium Project, as the same is identified in the Record of Survey Map recorded on August 18, 2009, in Utah County, Utah, as Entry No. 90635:2009 and Map Filing No. 13084 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded on August 18, 2009, in Utah County, Utah, as Entry No. 90636:2009 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said Project's Common Areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which said interest relates.

Parcel No.: 55-731-0001, 55-731-0002, 55-731-0003, 55-731-0004, 55-731-0005, 55-731-0006

Whereas, the Borrower/Lessor has entered into a Lease which is described as follows:

LEASE TO BE SUBORDINATED evidenced by the following Notice of Lease:

Lessor : Better Investment Club, LLC  
Lessee : BetterBody Foods & Nutrition LLC  
Dated : March 9, 2010  
Recorded : February 5, 2014  
Entry No. : 7986:2014  
Addendum to Lease Agreement  
Dated : January 30, 2014  
Recorded : February 5, 2014  
Entry No. : 7987:2014

Whereas, the Borrower has contracted with New Lender to provide additional financing which requires security in the Land described herein for which the New lender requires itself to be in a first lien position on the said Land;

Whereas, the Lender has read and approved the terms and provisions of the Lease, although the Lender assumes no responsibility for such loans;

Now Therefore, be it known, that for and in consideration of one dollar paid by the Borrower to the Lender, receipt of which is hereby confessed, and the mutual benefits to be received, it is agreed that:

1. The lien of the Lease now held by the Lessor and Lessee be subordinated and held to be inferior to the lien of the mortgage or deed of trust being executed by the Borrower in favor of Wells Fargo Bank, N.A. (known or referred to herein as the "New Lender"), which loan shall not be for an amount in excess of \$4,980,000.00.
2. That this act of subordination refers only to the New Lender's mortgage or deed of trust referred to herein and does not in any fashion constitute a subordination to any other instrument or interest.
3. The Borrower acknowledges that the lease held by the Lessor and Lessee remains a valid lien in such subordinated position behind and inferior to the New Lender's loan.

In Witness Whereof, the parties have caused the instrument to be executed on the date first written.

Borrower/Lessor  
Better Investment Club, LLC, a Utah limited liability company

By: Stephen B. Richards  
Its: Chief Executive Officer / Manager

Lessee  
BetterBody Foods & Nutrition LLC, a Utah limited liability company

By: Stephen B. Richards  
Its: Chief Executive Officer / Manager

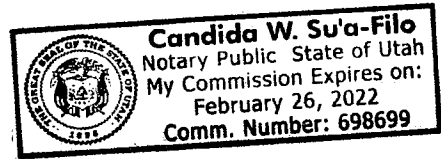
STATE OF Utah )  
 ) SS.  
County of Utah )

The foregoing instrument was acknowledged before me this 30th day of August 2018

By Stephen B. Richards  
the Chief Executive Officer / Manager of Better Investment Club, LLC, a Utah limited liability company

NOTARY PUBLIC

Commission Expires: 02/26/2022  
Residing at: PH, UT



STATE OF Utah )  
 ) SS.  
County of Utah )

The foregoing instrument was acknowledged before me this

*30<sup>th</sup> day of August, 2018*

By Stephen B. Richards  
the Chief Executive Officer / Manager of BetterBody Foods & Nutrition LLC, a Utah limited liability company

*Candida W. Su'a-Filo*

NOTARY PUBLIC

Commission Expires: 02/26/2022  
Residing at: Per UT

