

When Recorded Mail Document To:
Great Western Insurance Company
C/O Nathan Felix
3434 Washington Boulevard, Suite 300
Ogden, UT 84403

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5/15/2015 2:41:00 PM \$18.00
Book - 10324 Pg - 7135-7139
Gary W. Ott
Recorder, Salt Lake County, UT
ASPEN TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 5 P.

20-11-151-006
S23327

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this 14 day of May, 2015, by and between **FETZERS' INC.**, a Utah corporation, d/b/a FETZERS ARCHITECTURAL WOODWORK ("**Tenant**"), whose address is 6223 W. Double Eagle Circle, West Valley City, Utah 84118; and **GREAT WESTERN INSURANCE COMPANY**, a Utah corporation ("**Lender**"), whose address is 3434 Washington Boulevard, Suite 300, Ogden, Utah 84401.

RECITALS:

A. Tenant has entered into a Lease Agreement dated October 1, 2006 (the "**Lease**") with Kamloop, LLC, a Utah limited liability company ("**Landlord**"), covering certain premises more fully described in the Lease (the "**Premises**"), which Premises are a part of that the real property located at 6223 W. Double Eagle Circle, West Valley City, Utah 84118 (the "Property");

B. Lender has made a loan to Landlord in the sum of \$6,750,000.00, secured by a Deed of Trust, Security Agreement and Fixture Filing on the Landlord's interest in the Property (the "**Security Instrument**"), together with an Assignment of Rents (the "**Assignment of Rents**"), both recorded in the official records of Salt Lake County, Utah (the "**Public Records**"); and

C. Tenant has agreed to the subordination of the Lease to the Security Instrument and Assignment of Rents on the condition that it is assured of continued occupancy of the Premises under the terms of the Lease and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. The Lease and all estates, rights, options, liens and charges therein contained or created under the Lease are and shall be subject and subordinate to the lien and effect of the Security Instrument and Assignment of Rents insofar as it affects the real and personal property or which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all advances made or to be made thereunder, to the full extent of amounts secured thereby and interest thereon.

2. In the event Lender or any trustee for Lender takes possession of the Property, as mortgagee-in-possession or otherwise, or forecloses the Security Instrument or otherwise causes the Property to be sold pursuant to the Security Instrument, Lender agrees not to affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of the Lease or any of Tenant's other rights under the Lease in the exercise of Lender's rights under the Security Instrument so long as Tenant is not then in default under any of the terms, covenants or conditions of the Lease or this Agreement.

3. In the event that Lender succeeds to the interest of the Landlord under the Lease and/or Landlord's fee title to the Property, or if anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Security Instrument or by other sale pursuant to the Security Instrument, or upon the sale of the Property by Lender or its successors or assigns or any trustee for Lender after foreclosure or other sale pursuant to the Security Instrument or acquisition of title in lieu thereof or otherwise, Lender or its successors or assigns or the then owner of Landlord's fee title to the Property after foreclosure or other sale pursuant to the Security Instrument (hereinafter collectively referred to in this paragraph as "**Successor Landlord**") and Tenant hereby agree to recognize one another as landlord and tenant, respectively, under the Lease and to be bound to one another under all of the terms, covenants and conditions of the Lease, and Successor Landlord shall assume all of the obligations of the Landlord under the Lease. Accordingly, from and after such event, Successor Landlord and Tenant shall have the same remedies against each other for the breach of an agreement contained in the Lease as Tenant and Landlord had before Successor Landlord succeeded to the interest of the Landlord; provided, however, that Successor Landlord shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord);
- (b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord);
- (c) bound by any rent or additional rent that Tenant might have paid for more than one month in advance to any prior landlord (including Landlord);
- (d) bound by any amendment or modification of the Lease made after the date of this Agreement without Lender's prior written consent; or
- (e) liable for return of any security deposit.

4. Although the foregoing provisions of this Agreement shall be self-operative, Tenant agrees to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn, such other instrument or instruments as Lender or such other person shall from time to time request in order to confirm such provision.

5. Tenant hereby warrants and represents, covenants and agrees to and with Lender:

(a) not to alter or modify the Lease in any respect without prior written consent of Lender;

(b) to deliver to Lender at the address indicated above a duplicate of each notice of default delivered to Landlord at the same time as such notice is given to Landlord;

(c) that Tenant is now the sole owner of the leasehold estate created by the Lease and shall not hereafter transfer the Lease except as permitted by the terms thereof;

(d) not to seek to terminate the Lease by reason of any default of Landlord without prior written notice thereof to Lender and the lapse thereafter of such time as under the Lease was offered to Landlord in which to remedy the default, and the lapse of 30 days after the expiration of such time as Landlord was permitted to cure such default; provided, however, that with respect to any default of Landlord under the Lease which cannot be remedied within such time, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, in the event either Lender or Landlord do not cure or commence curing such default within the time provided to Landlord under the Lease and the nature of the default threatens Tenant's ability to conduct its daily business or threatens to materially or adversely damage tenant's property located on the Leased Premises, Tenant shall be permitted to exercise its right under the Lease;

(e) not to pay any rent or other sums due or to become due under the Lease more than 30 days in advance of the date on which the same are due or to become due under the Lease;

(f) to certify promptly in writing to Lender in connection with any proposed assignment of the Security Instrument, whether or not any default on the part of Landlord then exists under the Lease; and

(g) upon receipt from Lender of notice of any default by Landlord under the Security Instrument, to pay to Lender directly all rent and other sums due under the Lease.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

TENANT:

**FETZERS' INC., a Utah corporation, d/b/a
FETZERS ARCHITECTURAL WOODWORK**

By: *Joe Wixom*
Joe Wixom, President

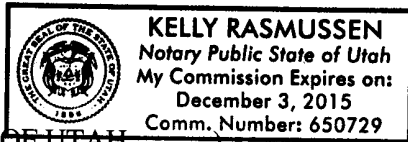
LENDER:

**GREAT WESTERN INSURANCE COMPANY,
a Utah corporation**

By: *Reed W Dixon*
Name: Reed W Dixon
Title: Sr Credit Officer

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

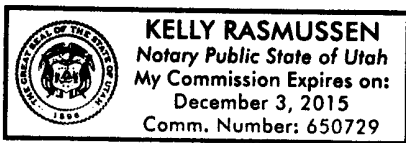
This instrument was acknowledged before me on this 14 day of May, 2015, by Joe Wixom, as President of Fetzers' Inc., a Utah corporation, d/b/a Fetzers Architectural Woodwork.



Kelly Rasmussen
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 14 day of May, 2015, by Reed W Dixon, Sr Credit Officer of Great Western Insurance Company, a Utah corporation, on behalf of said corporation.



Kelly Rasmussen
Notary Public

Exhibit "A"
(Legal Description)

Lot 307, West Ridge Commerce Park Phase 3 (amending West Ridge Commerce Park Phase 1, amending Lots 3 and 4 Amended (creating Lots 6 and 7) and amending Lot 1 of West Ridge Commerce Park Subdivision Phase 2, Lot 1 amended Plat, being an amendment of Lot 1 to create Lots 9 and 10).

The following is shown for information purposes only: 20-11-151-006

