

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Real Estate Banking Group (AU #1074)
PO Box 45490
Salt Lake City, UT 84145-0490
Attn: Jessica Perez
Loan No. 1015066

12140890
9/29/2015 8:04:00 AM \$34.00
Book - 10365 Pg - 4972-4981
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 10 P.

APN: _____

**ASSIGNMENT, CONSENT AND SUBORDINATION
OF MANAGEMENT AGREEMENT**

THIS ASSIGNMENT, CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT (this "Agreement") is made as of September 25, 2015, by and among WASATCH COMMERCIAL MANAGEMENT, INC., a Utah corporation ("Property Manager"), WASATCH ACQUISITIONS AND CAPITAL, INC., a Utah corporation ("Asset Manager"), and collectively with Property Manager, the "Manager", and CAMELOT LAKES WOODLANDS, LLC, a Utah limited liability company ("Borrower"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns as the lender in respect of the Loan referred to below, "Lender").

RECITALS

A. Borrower owns certain real property described on Exhibit A attached hereto (the "Property"). Pursuant to that certain Management and Fee Agreement dated October 1, 2015 between Borrower, Manager and Asset Manager (as amended and assigned, the "Management Agreement"), Borrower employed Manager exclusively to manage the Property as more particularly described in the Management Agreement. The Management Agreement describes Manager's and Borrower's respective rights and obligations regarding the management of the Property.

B. Lender has made or is about to make a loan (the "Loan") in the principal amount of TWELVE MILLION AND NO/100THS DOLLARS (\$12,000,000.00) to Borrower. In connection with the Loan, Borrower has executed and delivered, or expects to execute and deliver, to Lender (i) a Secured Promissory Note dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), (ii) a Deed of Trust dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Instrument"), (iii) a Term Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and (iv) certain other documents evidencing or securing the Loan (as they may be amended, restated, supplemented or otherwise modified from time to time, such documents, collectively with the Note, the Security Instrument and the Loan Agreement, the "Loan Documents").

C. Borrower is assigning its interest in the Management Agreement to Lender pursuant to this Agreement;

D. At Borrower's request and in order to facilitate Lender's agreement to make the Loan to Borrower, Manager and Borrower desire to subordinate the Management Agreement, their respective rights under the Management Agreement and their respective interests in the Property, if any, to the Security Instrument and the Loan upon the terms and conditions contained in this Agreement.

E. Manager and Borrower intend that the indebtedness evidenced by the Note and the lien and security interests of the Security Instrument and the Loan Documents be paramount, senior and prior to any and all obligations, expenses and indebtedness owing to Manager which arise from the Management Agreement and any and all existing liens or future rights to liens of Manager or any person or entity claiming by, through or under Manager which arise from any and all obligations, expenses and indebtedness owing to Manager under or in connection with the Management Agreement.

NOW THEREFORE, in consideration of Lender making the Loan, and for other good and valuable consideration, the receipt and sufficiency of which Manager and Borrower acknowledge, Manager and Borrower agree for the benefit of Lender as follows:

1. **Assignment; Consent.** As additional security for the performance by Borrower of its obligations under the Loan Documents, Borrower hereby assigns, transfers and pledges to Lender, and hereby grants to Lender a security interest in, all of Borrower's right, title and interest in, to and under the Management Agreement. Manager hereby consents to the assignment to Lender of Borrower's rights under the Management Agreement, including without limitation Borrower's interest in all accounts maintained under the Management Agreement. Lender shall be entitled to exercise any and all rights of Borrower under the Management Agreement in accordance with the terms thereof, and Manager shall permit and comply in all respects with such exercise. Lender shall have the right to cure any default of Borrower under the Management Agreement, and may perform any act, duty or obligation required to be performed by Borrower under the Management Agreement; provided, however, that nothing herein shall require Lender to cure any such default or to perform any such act, duty or obligation.

2. **Subordination.** Manager and Borrower hereby unconditionally subordinate and subject the Management Agreement and all of their respective rights under the Management Agreement, including, without limitation, any right to receive any amounts or fees (heretofore, now or hereafter payable) as management fees, management commissions, incentive management fees, affiliate payments, termination fees, liquidated damages, "key money", reimbursements of advances made by Manager to the owner of the Property or any other compensation, to the lien of the Security Instrument and Lender's rights and all remedies under the Loan Documents, including, without limitation, Lender's right to receive payments of principal, interest and all other sums due and owing from time to time under the Loan Documents. Manager and Borrower agree that the rights of Lender under the Security Instrument and the other Loan Documents are senior and prior to any rights of Manager and Borrower under the Management Agreement.

3. **Representations, Warranties, Acknowledges and Certifications.** Manager and Borrower hereby represent, warrant, certify and acknowledge to Lender as follows: (a) Lender would not make and fund the Loan without the execution and delivery of this Agreement; (b) a true and complete copy of the Management Agreement (including, without limitation, all modifications and amendments thereto, if any) has been provided to the Lender; (c) the Management Agreement represents the entire agreement between Manager and Borrower with respect to the Property; (d) the Management Agreement is not a lease; (e) Manager has no possessory interest in the Property; (f) as of the date hereof, management fees, management commissions, incentive management fees, affiliate payments, termination fees, liquidated damages, "key money", reimbursements of advances made by Manager to the owner of the Property and all other compensation payable to Manager under the Management Agreement are being paid on a current basis; (g) Manager has no existing defenses or claims against Borrower with respect to the Management Agreement or any payments due and owing to Manager thereunder; and (h) as of the date hereof, the Management Agreement is in full force and effect, and no event of default on the part of either party thereunder, or any event or condition that, with the giving of notice or the passage of time, or both, would constitute an event of default on the part of either party thereunder, has occurred and is continuing.

4. **Default; Lender's Exercise of Rights.** Manager and Borrower agree that in the event of a default by Borrower (continuing beyond any applicable grace period) under the Note, the Security Instrument, the Loan Agreement or any of the other Loan Documents during the term of this Agreement, Lender may take, at Borrower's expense (which shall be reimbursed to Lender upon demand and shall

constitute part of the Secured Obligations (as defined in the Security Instrument) secured by the Security Instrument and the other Loan Documents), in Lender's own name or in the name of Borrower or either or both of them, such action as Lender may at any time or from time to time determine to be necessary or appropriate, including, without limitation:

- a. exercising any of the rights of Borrower under the Management Agreement and requiring Manager to attorn to Lender (or its designee);
- b. terminating the Management Agreement upon not less than thirty (30) days prior written notice (notwithstanding anything provided for in the Management Agreement) and requiring Manager to transfer its responsibility for the management of the Property to a management company selected by Lender in Lender's sole discretion, and Manager shall have no rights or recourse against Lender on account of such termination;
- c. amending, modifying or extending the Management Agreement by agreement with Manager;
- d. curing any default under the Management Agreement; and
- e. otherwise protecting the rights of Lender hereunder and under the Management Agreement.

Lender shall incur no liability as between itself and Borrower if any action taken by or on its behalf in good faith pursuant hereto shall prove to be, in whole or in part, inadequate or invalid.

BORROWER AGREES TO INDEMNIFY AND HOLD HARMLESS, AND AGREES TO CAUSE ANY GUARANTOR OF THE LOAN TO INDEMNIFY AND HOLD HARMLESS, LENDER, LENDER'S AFFILIATES AND LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, ATTORNEYS AND REPRESENTATIVES (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (EACH AN "INDEMNIFIED CLAIM") (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL UNLESS LENDER ASSERTS THAT A CONFLICT EXISTS, IN WHICH CASE LENDER MAY RETAIN ADDITIONAL COUNSEL AS LENDER DETERMINES NECESSARY TO RESOLVE SUCH CONFLICT AND ALL REASONABLE FEES AND EXPENSES OF SUCH COUNSEL SHALL CONSTITUTE AN INDEMNIFIED CLAIM HEREUNDER), JOINT OR SEVERAL, THAT MAY BE INCURRED BY OR ASSERTED OR AWARDED AGAINST ANY INDEMNIFIED PARTY (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH OR RELATING TO ANY INVESTIGATION, LITIGATION OR PROCEEDING OR THE PREPARATION OF ANY DEFENSE IN CONNECTION THEREWITH), IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, LIABILITY, OR EXPENSE IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. IN THE CASE OF AN INVESTIGATION, LITIGATION OR OTHER PROCEEDING TO WHICH THE INDEMNITY IN THIS PARAGRAPH APPLIES, SUCH INDEMNITY SHALL BE EFFECTIVE WHETHER OR NOT SUCH INVESTIGATION, LITIGATION OR PROCEEDING IS BROUGHT BY BORROWER OR ANY GUARANTOR OF THE LOAN, ANY OF THE DIRECTORS, SECURITY HOLDERS OR CREDITORS OF BORROWER OR ANY SUCH GUARANTOR, AN INDEMNIFIED PARTY OR ANY OTHER PERSON, AND WHETHER OR NOT AN INDEMNIFIED PARTY IS OTHERWISE A PARTY THERETO. THIS INDEMNITY WILL SURVIVE REPAYMENT OF THE LOAN.

5. **Attornment; Right to Terminate.** If Lender or any designee or affiliate of Lender shall acquire possession of the Property through judicial or nonjudicial foreclosure or otherwise, Lender or such designee or affiliate shall have the right to cause Manager to continue its management of the Property by assuming the obligations of Borrower under the Management Agreement, but (a) without any liability for any act or omission of Borrower prior to the date of acquisition, (b) without being subject to any offsets or

advances which Manager may have had against Borrower, and (c) without being bound by any agreement or modification of the Management Agreement entered into without Lender's prior written consent. If Lender or any designee or affiliate of Lender explicitly assumes the obligations of Borrower under the Management Agreement in writing pursuant to this Section, and if Lender or such designee or affiliate shall thereafter desire to sell the Property to a third party, then Lender shall either (i) cause such third party to assume the obligations of Borrower under the Management Agreement or (ii) terminate the Management Agreement by written notice to Manager without further obligation thereunder. If a third party shall acquire title to the Property as a purchaser at a foreclosure sale or otherwise in connection with the exercise of any remedies of Lender under the Loan Documents, then such third party, immediately upon acquiring title to the Property, shall have the right to cause Manager to continue its management of the Property by assuming the obligations of Borrower under the Management Agreement, but subject to the conditions set forth in clauses (a) through (c) of this Section. Following any assumption by Lender or any designee or affiliate of Lender or any such third party, in accordance with the terms and conditions of this Section, of the obligations of Borrower under the Management Agreement, Manager shall recognize such person or entity as the Borrower under the Management Agreement. Upon any termination or expiration of the Management Agreement, the Manager shall reasonably cooperate with and assist Lender (or its designee or successor) to effect the transfer to Lender (or its designee or successor) of any and all licenses (including food, beverage and liquor licenses), permits, governmental authorizations, keys, combinations, reservation lists, statements, books & records, insurance policies, documents and/or agreements required for the operation of the Property.

6. **Liability of Lender.** Manager agrees that Lender and its successors and assigns shall not have any liability under the Management Agreement until such time, if any, as Lender or such successor or assign, as applicable, shall have explicitly assumed the obligations of Borrower under the Management Agreement in writing and elected to cause Manager to continue its management of the Property. In any event, Manager shall look only to the estate and property of Lender or its successors or assigns in the Property for the satisfaction of Manager's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender or its successors or assigns under the Management Agreement, and no other property or assets of Lender (or its successors or assigns) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Manager's remedies under or with respect to the Management Agreement or the relationship of the parties thereunder. If Lender or a successor or assign explicitly assumes the obligations of Borrower under the Management Agreement in writing or acquires actual physical possession of the Property, Manager may resign upon not less than sixty (60) days' notice to Lender or such successor or assign, as applicable.

7. **Indemnification.** Borrower and Manager each agrees to indemnify Lender and defend and hold Lender harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including but not limited to reasonable attorney's fees) which Lender may incur under the Management Agreement or this Agreement and from any alleged or actual obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Management Agreement. This indemnification will not apply to actions taken by Lender subsequent to Lender's acquisition of title by foreclosure. This provision shall survive any termination of the Management Agreement and any foreclosure.

8. **Notices.** All notices and other communications under this Agreement will be made in writing and given in accordance with this Section 8. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address provided below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, except that notice of Default may be sent by certified mail, return receipt requested, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon receipt; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Each party

may establish a new address from time to time by written notice to the other given in accordance with this Section 8; provided, however, that no change of address will be effective until written notice thereof actually is received by the party to whom such change of address is sent. Notice to outside counsel designated by a party entitled to receive notice is for convenience only and is not required for notice to a party to be effective in accordance with this Section 8:

Borrower:	Camelot Lakes Woodlands, LLC 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321 Attention: Dell Loy Hansen
With a copy to:	Wasatch Acquisitions and Capital, Inc. 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321 Attention: Robert B. Funk, Esq.
Manager:	Wasatch Commercial Management, Inc. 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321 Attention: Anita Lockhart And Wasatch Acquisitions and Capital, Inc. 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321 Attention: Dylan Olsen
Lender:	Wells Fargo Bank, National Association Commercial Real Estate (AU #1074) P.O. Box 45490 MAC U1228-063 Salt Lake City, Utah 84145-0490 Attention: J. Brian Duerden Loan #: 1015066
With a copy to:	Wells Fargo Bank, National Association Minneapolis Loan Center 608 2nd Avenue South, 11th Floor Minneapolis, MN 55402 Attention: Kyle Schwanke Loan #: 1015066
And to:	Snell & Wilmer L.L.P. Gateway Tower West 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Brian D. Cunningham, Esq.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Utah, except to the extent preempted by federal laws. Borrower and Manager consent to the jurisdiction of any federal or state court within the State of Utah having proper venue and also consent to service of process by any means authorized by Utah or federal law.

10. **Relation to Management Agreement.** In the event of any conflict or discrepancy between any provision in this Agreement and any provision of the Management Agreement, the applicable provision of this Agreement shall control.

11. **Successors and Assigns.** This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. As used herein "Lender" shall include any subsequent holder of the Security Instrument.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Signature and acknowledgement pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature and acknowledgement pages are physically attached to the same instrument.

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EXHIBIT A

DESCRIPTION OF PROPERTY

Exhibit A to ASSIGNMENT, CONSENT AND SUBORDINATION OF MANAGEMENT AGREEMENT among WASATCH COMMERCIAL MANAGEMENT, INC., as "Manager", CAMELOT LAKES WOODLANDS, LLC, as "Borrower", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender", dated as of September 25, 2015.

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

Beginning at the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 0°14'13" East along the East line of 700 East Street 220.97 feet; thence South 89°57'56" East 150.00 feet; thence North 0°13'23" East 65.00 feet; thence South 89°57'38" East 110.00 feet; thence South 0°02'22" West 208.635 feet to a point on a curve to the left, the radius point of which bears South 15°30'15" East 622.03 feet; thence Southwesterly along the arc of said curve 189.008 feet; thence North 89°58'24" West 89.30 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-011, Tax Parcel No. 16-32-352-012, and Part of Tax Parcel No. 16-32-352-013]

PARCEL 2:

Beginning at a point North 0°14'13" East along the East line of 700 East Street 220.97 feet and South 89°51'36" East 150.00 feet and North 0°13'23" East 65.00 feet and South 89°57'38" East 110.00 feet from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence South 89°57'38" East 285.26 feet; thence South 0°11'14" West 17.30 feet; thence South 85°34'00" East 220.80 feet; thence South 0°09'59" West 251.59 feet to the Southeast corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being on a curve to the left, the radius point of which bears South 32°58'02" West 622.03 feet; thence Westerly along the arc of said curve 526.228 feet; thence North 0°02'22" East 208.635 feet to the point of beginning.

[FOR REFERENCE ONLY: Part of Tax Parcel No. 16-32-352-013]

PARCEL 3:

Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5; Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-068]

PARCEL 4:

Beginning 221 feet North from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence East 150 feet; thence North 65.58 feet; thence West 150 feet; thence South 65.58 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-067]

Exhibit A

PARCEL 5:

Beginning 187.1 feet South from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence South 100 feet; thence East 282.67 feet; thence North 1°22' West 100 feet, more or less, to a point due East from the point of beginning; thence West 280 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning on the East line of 700 East Street at a point which is South 0°14'13" West 187.10 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also lying South 0°14'13" West 220.10 feet and South 89°45'47" East 33.00 feet from the Salt Lake County Brasscap Monument at the intersection of 700 East and 3900 South Streets; and running thence South 89°57'58" East 201.00 feet to the Southeast corner of a parcel of land described in a Warranty Deed recorded as Entry No. 3908986, in Book 5534, at Page 353 in the office of the Salt Lake County Recorder; thence South 0°14'13" West 65.00 feet; thence North 89°57'58" West 201.00 feet to said East line; thence along said East line North 0°14'13" East 65.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel 16-32-352-066]

PARCEL 6:

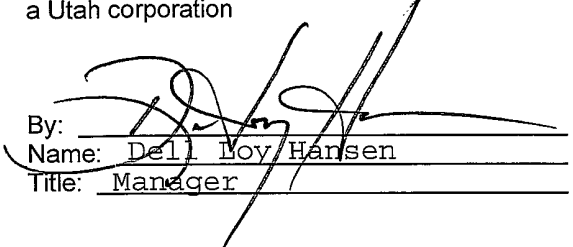
The non-exclusive easements, that may be appurtenant to PARCELS 1 THROUGH 5 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

Exhibit A

IN WITNESS HEREOF, Manager and Borrower have caused this Assignment, Consent and Subordination of Management Agreement to be duly executed under seal as of the date first set forth above.

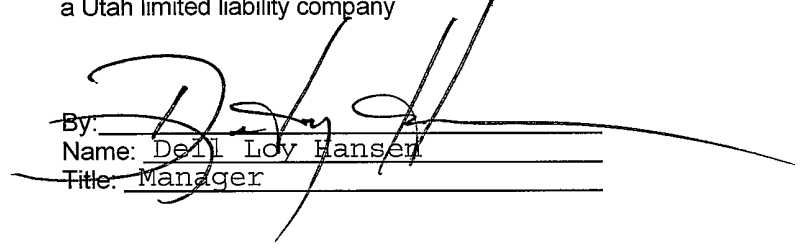
"MANAGER"

WASATCH COMMERCIAL MANAGEMENT, INC.
a Utah corporation

By: 
Name: Deil Loy Hansen
Title: Manager

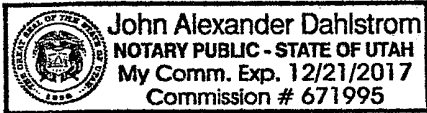
"BORROWER"

CAMELOT LAKES WOODLANDS, LLC
a Utah limited liability company

By: 
Name: Deil Loy Hansen
Title: Manager

STATE OF UTAH)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Dell Loy Hansen, the Manager of **WASATCH COMMERCIAL MANAGEMENT, INC.**, a Utah corporation, on behalf of said company.

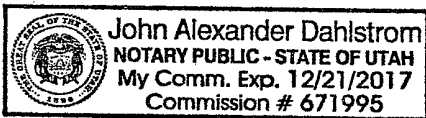


[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County

My commission expires 12/21/2017.

STATE OF UTAH)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Dell Loy Hansen the manager of **CAMELOT LAKES WOODLANDS, LLC**, a Utah limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County

My commission expires 12/21/2017.