

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

REN R HAYHURST, ESQ.
BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612

Esc: 596558-CP

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10/26/2015 10:58:00 AM \$44.00
Book - 10373 Pg - 3663-3677
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 15 P.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This LEASE SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT ("**Agreement**") is made as of September 8, 2015, by and among MAX INTERNATIONAL, LLC, a Utah limited liability company, as the tenant under the leased premises described below ("**Lessee**"), UNION WOODS ACQUISITIONS PARTNERS LLC, a Delaware limited liability company ("**Lessor**"), and CALIFORNIA BANK & TRUST, a California banking corporation ("**Lender**").

RECITALS

A. Lender has made a loan to Lessor ("**Loan**"), which Loan is evidenced by that certain Term Loan Agreement (Syndicated) dated as of February 9, 2015 by and between Lessor, as borrower, and Lender ("**Loan Agreement**"), and by that certain Promissory Note Secured by Deed of Trust dated as of February 9, 2015 ("**Note**").

B. The Note is secured by that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (Including Fixture Filing) dated as of February 9, 2015 ("**Deed of Trust**"), affecting real property in Salt Lake County, Utah, described in the attached **Exhibit "A"** ("**Property**") and encumbering Lessor's fee interest in the Property.

C. Lessee and Lessor's predecessor-in-interest entered into that certain Lease Agreement dated March 21, 2007 (as the same has been or may be amended from time to time, "**Lease**"), by which Lessee leased certain premises ("**Leased Premises**") constituting all or a portion of the Property.

D. Lender is willing to make the Loan provided the Deed of Trust is a lien and charge upon the Leased Premises prior and superior to the Lease and provided that Lessee expressly subordinates the Lease to the lien and charge of the Deed of Trust.

E. Lessee is willing that the Deed of Trust shall constitute a lien or charge upon the Leased Premises which is prior and superior to the Lease and is willing to attorn to Lender provided Lender grants Lessee a nondisturbance agreement as provided herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth hereinbelow, and in order to induce Lender to make the Loan referred to above, the parties hereto agree as follows:

1. **DEFINITION OF LEASE.** As used in this Agreement, "Lease" includes, without limitation, all right, title and interest that Lessee may have in all or any portion of the Leased Premises, whether granted by the terms of the Lease, by a separate written or oral agreement or otherwise.

2. **NO UNAPPROVED ASSIGNMENT OR SUBLETTING.** Except as may otherwise be expressly provided in the Lease, Lessee shall not assign the Lease, nor sublet any portion of the Leased Premises, and Lessor shall not consent to any such assignment or subletting if required pursuant to the terms of the Lease or otherwise requested, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

3. **SUBORDINATION OF LEASE.**

3.1 **Subordination.** The Deed of Trust and any amendments, modifications, renewals and extensions thereof shall unconditionally be and remain at all times a lien and charge on the Leased Premises, prior and superior to the Lease, to the leasehold estate created thereby and to all rights and privileges of Lessee or any other lessee thereunder, and the Lease, the leasehold estate created thereby and all rights and privileges of Lessee or any other lessee thereunder are hereby subjected and made subordinate to the lien and charge of the Deed of Trust in favor of Lender.

3.2 **Effect of Changes to the Loan.** This Agreement shall extend to any and all increases, renewals, extensions, modifications, substitutions, and consolidations of the Loan, and of any other documents securing the Loan, and Lender may, without notice or demand, and without affecting the subordination hereunder:

3.2.1 renew, compromise, extend, accelerate or otherwise change the time for payment or otherwise change the terms of the Loan or any part thereof, including increase or decrease of interest thereon,

3.2.2 waive or release any part of its lien on the Property,

3.2.3 apply proceeds from the sale of the Property and direct the order or manner of sale thereof as Lender, in its discretion, may determine, and

3.2.4 assign its rights hereunder or under the Loan, or both, in whole or in part.

4. **LESSEE'S ACKNOWLEDGMENTS.** Lessee agrees, declares and acknowledges each of the following:

4.1 **No Duty or Obligation.** Lender in making disbursements pursuant to any agreement with Lessor is under no obligation or duty to, nor has Lender represented that it will, see to the application of the proceeds of the Loan by Lessor or any other persons to whom Lender disburses the proceeds of the Loan. Any application or use of such proceeds for purposes other than

those provided in any agreement between Lender and Lessor shall not defeat the subordination made in this Agreement, in whole or in part.

4.2 Waiver. Lessee intentionally subordinates the Lease, the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder in favor of the lien and charge upon the Leased Premises of the Deed of Trust, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and specific monetary and other obligations are being undertaken and will be entered into which would not be made or entered into but for said reliance upon this subordination.

4.3 Entry Upon Property. Lender may enter upon the Leased Premises and inspect the same at any reasonable time upon reasonable prior notice to Lessee, provided that any such entry and inspection are undertaken at a time and in a manner which is least disruptive to Lessee's business operations within the Leased Premises as is reasonably practicable under the circumstances.

5. NONDISTURBANCE. So long as Lessee is not in default (beyond any period given Lessee in the Lease to cure such default) in the payment of rent or additional charges or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee shall not be disturbed by Lender in its possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof, or in the enjoyment of its rights under the Lease. Lender shall not join Lessee as a party defendant in any action or proceeding foreclosing the Deed of Trust. Further, in the event of a transfer of the Property to Lender or any purchaser from Lender (after Lender has taken title to the Property by foreclosure or deed in lieu thereof) or pursuant to a trustee's sale conducted under the Deed of Trust ("**Purchaser**"), the Lease shall continue in full force and effect as a direct lease between Lender or Purchaser and Lessee, upon and subject to all of the terms of the Lease for the balance of the term remaining.

6. ATTORNMEN; LIMITATION OF LIABILITY.

6.1 Lessee's Attornment. If the interest of Lessor under the Lease shall be acquired by Lender or any Purchaser by reason of the exercise of the power of sale contained in the Deed of Trust or by foreclosure or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its landlord, and be bound to Lender or Purchaser under the terms of the Lease for the balance of the term thereof and any extensions or renewals thereof. Said attornment is to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's or Purchaser's succeeding to the interest of the lessor under the Lease; provided, however, that Lessee agrees to provide written confirmation of its attornment within ten (10) days after receipt of a written request for such confirmation by Lender or Purchaser. In any such event as described above, the Lease shall continue in accordance with its terms between Lessee as lessee and Lender or Purchaser as lessor; provided, however, that:

6.1.1 No Personal Liability. Lender's liability under the Lease shall be limited to its ownership interest of Lender in the Property, and Lender shall only be liable for the lessor's obligations under the Lease accruing during the period of time that Lender is the owner of the Property;

6.1.2 No Liability for Prior Lessor's Acts or Omissions Without Notice. Lender shall not be liable for any act or omission of any prior lessor (including Lessor) for which Lender has not received notice and opportunity to cure pursuant to Section 7 below;

6.1.3 Not Subject to Offsets or Defenses. Lender shall not be subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), except for any offsets or defenses that may continue (provided Lender has received notice and opportunity to cure pursuant to Section 7 below) or that may arise during Lender's ownership of the Property;

6.1.4 Not Bound by Prepayment of Rent. Lender shall not be bound by any prepayment of rent more than thirty (30) days in advance or deposit, rental security or any other sums deposited with any prior lessor (including Lessor) under the Lease unless actually received by Lender;

6.1.5 Not Bound by Amendment. Lender shall not be bound by any material amendment or modification of the Lease made without Lender's consent (which shall not be unreasonably withheld or delayed);

6.1.6 Not Bound To Conduct Construction Work. Lender shall not be bound to commence or complete any restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; and

6.1.7 Not Bound by Environmental Indemnity. Notwithstanding any term of the Lease, upon foreclosure of the Deed of Trust, acceptance of deed in lieu thereof or other similar transfer, any environmental/hazardous material indemnity and/or reimbursement provisions under the Lease shall not be applicable to, or enforceable against, Lender or its successors and assigns.

Notwithstanding any other provision of this Section 6.1 to the contrary, the provisions of Sections 6.1.1 through 6.1.7 shall not be applicable to any Purchaser of the Property.

6.2 Application of Insurance Proceeds. Any insurance proceeds or condemnation or eminent domain awards shall be applied in accordance with the terms and provisions of the Lease only so long as:

6.2.1 The improvements on the Property are able to be restored in their entirety with such proceeds or awards (and/or with such other funds as Lender shall reasonably determine are available from any source other than from Lender for such purposes); and

6.2.2 Lessee is not in default under the Lease beyond the expiration of any applicable cure periods.

Provided, however, that nothing herein shall (a) prevent Lender from applying any such proceeds or awards in accordance with the terms of the Deed of Trust if, as required by Utah law, Lender is able to demonstrate that its security has been impaired, or (b) be deemed to terminate any claim which Lessee may have against a prior landlord (including, with out limitation, Lessor) for any breach, act or omission of Lessor or any other prior landlord under the Lease.

7. NOTICE AND CURE RIGHTS. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the lessor thereunder or for any other reason until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to CALIFORNIA BANK & TRUST, a California banking corporation, 1900 Main Street, Suite 200, Irvine, California 92614; and until a period of time equal to the greater of: (a) the time allowed Lessor under the Lease, or (b) thirty (30) days, shall have elapsed following the giving of such notice, during which period Lender shall have the right, but not be obligated, to remedy such act, omission or other matter.

8. **ENTIRE AGREEMENT.** This Agreement shall be the whole and only agreement with regard to the subjection and subordination of the Lease and the leasehold estate created thereby together with all rights and privileges of Lessee or any other lessee thereunder to the lien and charge of the Deed of Trust, and shall supersede and cancel (but only insofar as would affect the priority between the Deed of Trust and the Lease) any prior agreements as to such subjection or subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subjection or subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or to a mortgage or mortgages.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed according to the laws of the State of Utah.

10. **ATTORNEYS' FEES.** Lessor shall promptly pay to Lender from Lessor's own funds and not from the proceeds of the Loan, upon demand, with interest thereon from the date of demand at the "Default Rate" (as described in the Note), reasonable attorneys' fees and all costs and other expenses paid or incurred by Lender in enforcing or exercising its rights or remedies created by, connected with or provided for in this Agreement. In the event of any dispute between Lender and Lessee, the prevailing party in such a dispute shall be entitled to payment in full by the non-prevailing party of all costs and expenses (including without limitation attorneys' fees and other related expenses) incurred by the prevailing party in resolving the dispute, whether by court action, arbitration, reference, mediation or some other alternative dispute resolution procedure.

11. **MISCELLANEOUS PROVISIONS.** This Agreement shall inure to the benefit of and shall be binding upon Lessee, Lessor and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement and any attached exhibits requiring signatures may be executed in counterparts, but all counterparts shall constitute but one and the same document.


[Remainder of page intentionally left blank.]
[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LESSEE


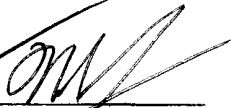
MAX INTERNATIONAL, LLC, a Utah limited liability company

By: 
Name: Christina Rothschild
Title: Legal Counsel

[Signatures continue on next page.]

LESSOR

**UNION WOODS ACQUISITIONS PARTNERS
LLC, a Delaware limited liability company**

By:  
Name: Jared Lazerus Mark Jacobs
Title: Authorized Signatory Authorized Signatory

[Signatures continue on next page.]

LENDER

CALIFORNIA BANK & TRUST, a California
banking corporation


By: _____
Name: **JOHN B. HUTCHINS**
Title: **VICE PRESIDENT**

State of Utah)

County of Salt Lake) SS.

The foregoing instrument was acknowledged before me this 09/10/2015 (date), by Christina Rothchild, legal counsel (name of person acknowledging, with title or representative capacity, if any).

(SEAL)

Lori Ann Chigbrow
(Signature of Person Taking Acknowledgment)
Title: Notary Public
My commission expires: 02/04/2017
Residing at: _____



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

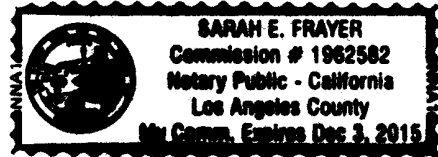
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On October 20, 2015 before me, Sarah E. Frayer, Notary Public, personally appeared Jared Lazarus and Mark Jacobs, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sarah Frayer
Sarah E. Frayer, Notary Public
My Commission Expires: Dec 3, 2015

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO

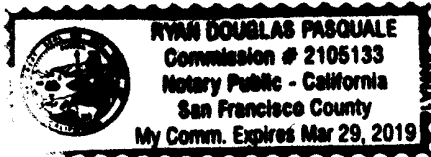
On OCTOBER 22, 2015, before me, RYAN PASQUALE,
Date (Here Insert Name and Title of the Officer)

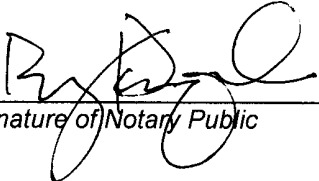
personally appeared JOHN B. HUTCHINS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
Legal Description

The land referred to herein is situated in the City of Midvale, County of Salt Lake, State of Utah, and is described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE I-415 WHICH POINT IS ALSO SOUTH 89° 52' 20" WEST ALONG THE SECTION LINE 1745.49 FEET, AND SOUTH 139.16 FEET, AND SOUTH 53° 17' 17" EAST 542.88 FEET, FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 53° 17' 17" EAST 384.77 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF CURVATURE OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT; THENCE 191.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 07' 28" TO A POINT ON SAID CURVE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 81° 58' 01" WEST 165.44 FEET TO THE CENTER OF LITTLE COTTONWOOD CREEK; THENCE ALONG SAID CREEK CENTERLINE SOUTH 13° 31' 59" EAST 10.00 FEET TO THE POINT OF CURVATURE OF A 640 FOOT RADIUS CURVE TO THE RIGHT; THENCE 153.07 FEET ALONG SAID CURVE AND CREEK CENTERLINE THROUGH A CENTRAL ANGLE OF 13° 42' 13" TO A POINT ON SAID CURVE; THENCE SOUTH 89° 58' 01" WEST 62.50 FEET; THENCE SOUTH 0° 01' 59" EAST 90.00 FEET; THENCE NORTH 87° 29' 53" WEST 143.00 FEET; THENCE SOUTH 87° 06' 01" WEST 49.52 FEET; THENCE SOUTH 24° 05' 00" WEST 18.33 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET, MORE OR LESS, TO THE SOUTH LINE OF ADJOINERS PROPERTY; THENCE NORTH 24° 05' 00" EAST 642.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS WHICH WERE CONVEYED TO FORT UNION ASSOCIATES, L.C. BY WARRANTY DEED (SPECIAL) RECORDED APRIL 1, 1996 AS ENTRY NO. 6318583 IN BOOK 7365 AT PAGE 969 OF OFFICIAL RECORDS:

TRACT 1: BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND ON THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO SAID RIGHT OF WAY LINE AND SOUTH 53° 17' 17" EAST 927.65 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 161.62 FEET (CHORD BEARS: SOUTH 43° 07' 54" EAST 160.77 FEET) FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, [SAID POINT ALSO BEING SOUTH 31° 42' 52" WEST 52.16 FEET ALONG CENTERLINE OF 1300 EAST STREET AND NORTH 58° 17' 08" WEST 53.00 FEET AND NORTH 24° 17' 34" EAST 95.06 FEET ALONG THE RIGHT OF WAY OF SAID STREET, AND NORTHWESTERLY 473.63 FEET ALONG SAID RIGHT OF WAY AND THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS: NORTH 03° 12' 41" WEST 452.61 FEET) FROM A SALT LAKE COUNTY CENTERLINE SURVEY MONUMENT], AND RUNNING THENCE SOUTHEASTERLY 30.33 FEET ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE (CHORD BEARS: SOUTH 31° 04' 10" EAST 30.32 FEET); THENCE SOUTH 81° 58' 01" WEST 70.00 FEET; THENCE NORTH 56° 19' 32" EAST 64.48 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGINNING AT A POINT WHICH IS SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND SOUTH 53° 17' 17" EAST 542.88 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTH 24° 05' 00" WEST 590.88 FEET AND SOUTH 65° 55' 00" EAST 295.29 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24° 05' 00" WEST 1.00 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET; THENCE NORTH 24° 05' 00" EAST 51.45 FEET; THENCE SOUTH 65° 55' 00" EAST 295.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EACH OF THE FOLLOWING APPURTENANCES:

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN TRAFFIC OVER THE FOLLOWING DESCRIBED TRACT AND A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED TRACT FOR PURPOSES OF VEHICULAR ACCESS BETWEEN THE PUBLIC STREETS AND ALL PARKING AREAS SITUATED ON THE ABOVE DESCRIBED PARCEL 1, AS GRANTED IN THAT CERTAIN DECLARATION OF EASEMENTS DATED AUGUST 14, 1984 AND RECORDED AUGUST 28, 1984 AS ENTRY NO. 3986120 IN BOOK 5585 AT PAGE 2096 OF OFFICIAL RECORDS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FREEWAY ACCESS ROAD KNOWN AS PROJECT NO. I-415-9(4)297 IN THE OFFICIAL DOCUMENTS OF THE UTAH DEPARTMENT OF TRANSPORTATION, SAID POINT OF BEGINNING BEING SOUTH 89° 52' 20" WEST ALONG THE SECTION LINE 1745.49 FEET AND SOUTH 139.16 FEET AND SOUTH 53° 17' 17" EAST 542.88 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 53° 17' 17" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 542.88 FEET TO A POINT OF CURVE OF AN 883.51 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 3° 15' 10" A DISTANCE OF 50.16 FEET; THENCE SOUTH 39° 57' 53" WEST ALONG SAID RIGHT OF WAY LINE 80.67 FEET; THENCE SOUTH 16° 58' EAST 807.79 FEET TO A POINT ON A 540.0 FOOT RADIUS CURVE TO THE LEFT ON THE NORTHERLY LINE OF PROPERTY DEEDED TO SALT LAKE CITY FOR THE EAST JORDAN CANAL, THE CENTER OF SAID CURVE LIES NORTH 12° 09' 08" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 9° 52' 15" A DISTANCE OF 93.03 FEET TO AN OLD FENCE LINE; THENCE NORTH 24° 05' EAST ALONG SAID OLD FENCE LINE 494.57 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE RIGHTS, PRIVILEGES, AND EASEMENTS, PROVIDED UNTO "UNION WOODS" IN THAT CERTAIN AGREEMENT (TO PIPE EAST JORDAN CANAL EXTENSION AND PARK ON SURFACE), DATED DECEMBER 26, 1984, BETWEEN SALT LAKE CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AS "CITY", AND UNION WOODS ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP, AS "UNION WOODS", RECORDED DECEMBER 31, 1984 AS ENTRY NO. 4034087 IN BOOK 5618 AT PAGE 3733 SALT LAKE COUNTY RECORDER'S OFFICE, WHICH SAID AGREEMENT AFFECTS A 66.00 FOOT WIDE CANAL EASEMENT (LOCATED WITHIN THE ABOVE DESCRIBED PARCEL 1) LYING 20.00 FEET ON THE LEFT (NORTHWESTERLY) AND 46.00 FEET ON THE RIGHT (SOUTHEASTERLY) OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF GRANTOR'S PROPERTY SAID POINT BEING SOUTH 988.41 FEET AND WEST 1543.08 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 66° 00' 00" EAST 635.00 FEET TO THE NORTH LINE OF THE GRANTOR'S PROPERTY AND TERMINATING. THE SIDE LINES OF WHICH TO BE LENGTHENED OR SHORTENED TO MEET THE GRANTOR'S PROPERTY LINE.

PARCEL 4:

ALL OF THE RIGHTS, PRIVILEGES AND EASEMENTS ACCOMPANYING OR INTENDED TO BENEFIT THE ABOVE DESCRIBED PARCEL 1 (OF THE OWNER THEREOF) UNDER THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF THE UNION WOODS OFFICE PARK" DATED AS OF OCTOBER 13, 1986, DATED AS OF OCTOBER 13, 1986 AND RECORDED OCTOBER 20, 1986 AS ENTRY NO. 4334320 IN BOOK 5829 AT PAGE 1686 OF OFFICIAL RECORDS, EXECUTED BY UNION WOODS ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP, AS DECLARANT, AND RECORDED IN SALT LAKE COUNTY AT OR ABOUT THE SAME TIME AS THIS WARRANTY DEED, WHICH SAID DECLARATION AFFECTS AND DESCRIBES THE ABOVE DESCRIBED PARCEL 1 AND, IN ADDITION, THE FOLLOWING DESCRIBED REALTY:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 1300 EAST STREET, SAID POINT BEING SOUTH 1476.75 FEET AND WEST 930.60 FEET AND NORTH 62° 15' WEST 28.04 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 31° 48' WEST 200.97 FEET TO A POINT ON THE EXTENSION OF AN OLD FENCE RUNNING IN A NORTHWESTERLY DIRECTION; THENCE NORTH 40° 12' WEST ALONG SAID FENCE LINE 221.86 FEET TO AN ANGLE POINT IN SAID FENCE; THENCE NORTH 56° 07' WEST ALONG SAID FENCE LINE 511.04 FEET TO AN OLD FENCE LINE RUNNING IN A NORTHEASTERLY DIRECTION; THENCE NORTH 24° 05' EAST ALONG SAID FENCE LINE 138.15 FEET; THENCE LEAVING SAID FENCE NORTH 66° 00' EAST 67.80 FEET; THENCE SOUTH 65° 55' EAST 250.00 FEET; THENCE NORTH 24° 05' 00" EAST 18.33 FEET; THENCE NORTH 87° 06' 01" EAST 49.52 FEET; THENCE SOUTH 87° 29' 53" EAST 143.00 FEET; THENCE NORTH 0° 01' 59" WEST 90.00 FEET; THENCE NORTH 89° 58' 01" EAST 62.50 FEET TO A POINT ON A CURVE WHICH IS ALSO THE CENTERLINE OF LITTLE COTTONWOOD CREEK; THENCE ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT (NORTHWESTERLY) 153.07 FEET THROUGH A CENTRAL ANGLE OF 13° 42' 13" (LONG CHORD BEARS NORTH 6° 40' 52" WEST 152.71 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 13° 31' 59" WEST ALONG SAID CREEK CENTERLINE 10.00 FEET; THENCE NORTH 81° 58' 01" EAST 165.44 FEET TO A POINT ON A 455.871 FOOT RADIUS CURVE; THENCE 443.30 FEET ALONG THE ARC OF SAID CURVE (WHICH IS ALSO THE WESTERLY RIGHT OF WAY LINE OF I-415 ACCESS ROAD) THROUGH A CENTRAL ANGLE OF 55° 42' 59" (LONG CHORD BEARS SOUTH 1° 18' 20" EAST 426.04 FEET); THENCE SOUTH 24° 17' 34" WEST 215.98 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT WHICH IS SOUTH 89° 52' 50" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND SOUTH 53° 17' 17" EAST 542.88 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTH 24° 05' 00" WEST 590.88 FEET AND SOUTH 65° 55' 00" EAST 295.29 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 24° 05' 00" EAST 17.33 FEET; THENCE NORTH 87° 06' 01" EAST 49.52 FEET; THENCE SOUTH 87° 29' 53" EAST 112.46 FEET; THENCE SOUTH 81° 33' 45" WEST 150.97 FEET; THENCE NORTH 65° 55' 00" WEST 21.41 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN BY THE STREET ADDRESS OF: 7090 SOUTH UNION PARK AVENUE, MIDVALE. UT 84047

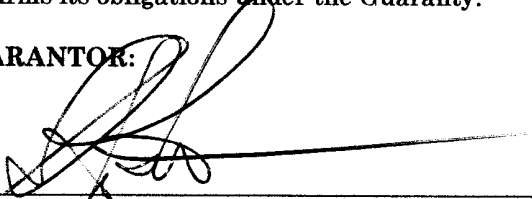
TAX PARCEL NUMBERS: 22-29-202-062-0000 AND 22-29-202-052-0000.

A.P.N. 22-29-202-062-0000

CONSENT OF GUARANTOR

The undersigned Guarantor under that certain Guaranty of Lease executed on or about June 8, 2009 ("Guaranty"), hereby consents to the Subordination, Non-Disturbance and Attornment Agreement ("SNDA") to which this consent is attached, and any amendments and/or modifications to the "Lease" (as defined in the SNDA) as set forth in the SNDA. The undersigned guarantor hereby reaffirms its obligations under the Guaranty.

GUARANTOR:

A handwritten signature in black ink, appearing to read 'Steve Scott', is written over a horizontal line. The signature is stylized and somewhat cursive.

STEVE SCOTT