

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

13906507 B: 11314 P: 4150 Total Pages: 6
03/08/2022 12:34 PM By: ggasca Fees: \$40.00
AGREE- AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MOUNTAIN VIEW TITLE - OGDEN
5732 S 1475 E STE 100 OGDEN, UT 844037006

**TENANT SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed March 1, 2022, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), NOYESNO, LLC, a Utah limited liability company ("Lessor") SKG MANAGEMENT, LLC ("Sublessor") and 801 MOTORSUSA, LLC ("Tenant").

15-29-202-013

RECITALS

15-29-252-001

15-29-252-002

A. Tenant has heretofore entered into a written, unrecorded lease agreement with Lessor for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at as 2965, 2959, 2953 South 3600 West, West Valley City, UT 84119, Salt Lake County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to NOYESNO, LLC, a Utah limited liability company for the benefit of SKG MANAGEMENT, LLC, 801 TOWING LLC, and LEGACY TOWING, INC. to improve or to purchase the Property.

D. Lessor has acquired fee title to the Property and is successor to the lessor's interest in the Lease Agreement.

E. In connection with the Loan, NOYESNO, LLC, a Utah limited liability company and SKG MANAGEMENT, LLC, 801 TOWING LLC, and LEGACY TOWING, INC. have or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to NOYESNO, LLC, a Utah limited liability company the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.
2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will, upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the tenant of such successor in interest without change in the terms or provisions of the Lease Agreement except that:
 - a. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 - b. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 - c. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 - d. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 - e. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 - f. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. Substitution of Lessor. NOYESNO, LLC, a Utah limited liability company assigns its interest as lessor in the Lease Agreement to SKG MANAGEMENT, LLC, 801 TOWING LLC, and LEGACY TOWING, INC. as sublessor. The Lease Agreement shall be treated in all respects as a sublease between SKG MANAGEMENT, LLC, 801 TOWING LLC, and LEGACY TOWING, INC. and 801 MOTORSUSA, LLC.
4. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement

is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.

5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: _____

Judson Lakesley, Vice President

801 MOTORSUSA, LLC

By: _____

SKG MANAGEMENT, LLC, a Utah limited liability company

By: _____

MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager

NOYESNO, LLC, a Utah limited liability company

By: _____

Dustin E. Grimmer, Manager

STATE OF UTAH

COUNTY OF Salt Lake

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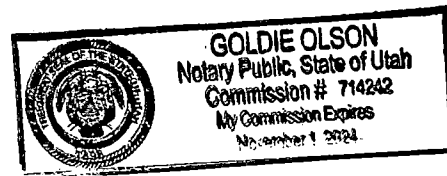
The foregoing instrument was acknowledged before me this 3-01, 2022 by Judson Blakesley, Vice President, Mountain West Small Business Finance.


NOTARY PUBLIC

STATE OF

COUNTY OF Salt Lake

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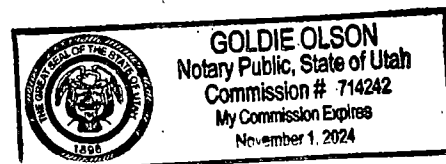
The foregoing instrument was acknowledged before me this 3-01-22, by Nathaniel Barrus (name), owner (title), 801 MOTORSUSA, LLC.


NOTARY PUBLIC

STATE OF UTAH

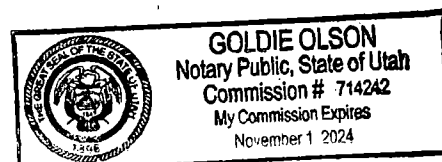
COUNTY OF Salt Lake

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The foregoing instrument was acknowledged before me this 3-01, 2022 by MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager, SKG MANAGEMENT, LLC.


NOTARY PUBLIC



STATE OF UTAH

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COUNTY OF Salt Lake

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The foregoing instrument was acknowledged before me this
3-07, 2022 by Dustin C. Grimnes, Manager, NOYESNO,
LLC, a Utah limited liability company.


NOTARY PUBLIC

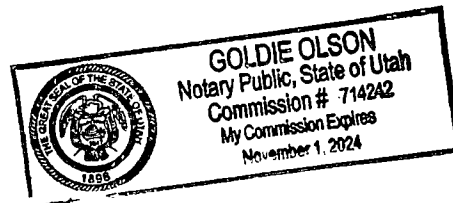


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT NORTH 00°07'30" WEST 856.34 AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 856.34 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°55'45" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 71.25 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 71.25 TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 00°07'30" WEST 927.59 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 927.59 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°58'55" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 12.41 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 12.41 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING NORTH 00°07'30" WEST 856.34 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, THENCE SOUTH 89°55'45" EAST 7 FEET; THENCE NORTH 00°07'30" WEST 83.66 FEET; THENCE NORTH 89°58'55" WEST 7 FEET; THENCE SOUTH 00°07'30" EAST 83.66 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT WHICH IS NORTH 00°07'30" WEST 1055.86 FEET ALONG THE SECTION LINE AND SOUTH 89°55'45" EAST 40.00 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 83.89 FEET; THENCE SOUTH 00°08'50" EAST 35.91 FEET; THENCE NORTH 89°51'10" EAST 30.75 FEET; THENCE SOUTH 00°07'20" EAST 79.17 FEET, THENCE SOUTH 89°58'55" WEST 114.65 FEET; THENCE NORTH 00°07'30" WEST 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3A:

TOGETHER WITH THE FOLLOWING DESCRIBED SURFACE DRAINAGE EASEMENT: BEGINNING AT A POINT WHICH IS NORTH 1023.45 FEET AND EAST 152.41 FEET FROM THE CENTER OF SECTION 29 (HISTORICALLY SECTION 9), TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 93.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 37.00 FEET; THENCE SOUTH 89°58'55" EAST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 92.86 FEET; THENCE NORTH 00°07'20" WEST 57.00 FEET TO THE POINT OF BEGINNING.