



W2327528

PREPARED BY AND
UPON RECORDATION RETURN TO:

MAC-GRAY SERVICES, INC.
404 Wyman Street, Suite 400
Waltham, MA 02451
Attn: Legal Department

E# 2327528 PG 1 OF 7
ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-MAR-08 326 PM FEE \$23.00 DEP JPM
REC FOR: NATIONAL TITLE AGENCY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 19 day of February, 2008, between Barnes Banking Company ("Lender") and Mac-Gray Services, Inc. as successor in interest to Web Service Company, Inc. ("Tenant").

BACKGROUND:

Tenant has entered into a lease agreement with Kara Manor WRP Limited Partnership ("Previous Landlord"), dated March 3, 1999 (the "Lease") relating to the property at 4965 South 425 West, Washington Terrace, Utah, as amended by Addendum to Lease recorded on N/A, 2008 in Weber County, Utah in Book 111, Page 111. Lender has made or has committed to make or has purchased a loan to Kara Manor Apartments LLC ("Landlord") in the approximate principal amount of \$1,058,000 (the "Loan") secured by a mortgage, deed of trust or security deed (the "Mortgage") covering the Property. Tenant has agreed that the Lease will be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued use of the Property under the terms of the Lease.

AGREEMENT:

For and in consideration of the mutual covenants contained in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, and notwithstanding anything in the Lease to the contrary, the parties agree as follows:

1. **Subordination.** The Lease with all rights, options, liens and charges created by the Lease is expressly made and will continue to be subject to and subordinate in all respects to the terms, conditions, lien, operation and effect of the Mortgage and to any renewals,

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modifications, consolidations, replacements and extensions of the Mortgage.

2. **Nondisturbance.** If Lender takes possession of the Property or becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease and no event of default has occurred under the Lease, then Lender agrees as follows:
 - a. Lender will not terminate, impair or disturb the possession of Tenant.
 - b. The Lease will continue in full force and effect as a direct Lease between Lender and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease.
3. **Mortgage Remedies.** Nothing contained in this Agreement will prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.
4. **Attornment.** If Lender or any other party becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise ("Successor Landlord"), then Tenant agrees as follows:
 - a. Tenant will perform and observe its obligations under the Lease.
 - b. Tenant will attorn to and recognize Successor Landlord as the Landlord under the Lease for the remainder of the term of the Lease, such attornment to be automatic and self-operative.
 - c. Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.
5. **Protection of Successor Landlord.** Tenant agrees that Successor Landlord will not be liable for, subject to or bound by any of the following:
 - a. claims, offsets or defenses which Tenant might have against Landlord;
 - b. acts or omissions of Landlord;
 - c. rent or additional rent which Tenant might have paid for more than the current month;
 - d. any security deposit or other prepaid charge paid to Landlord;
 - e. construction or completion of any improvements for Tenant's use and occupancy;
 - f. warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession; or
 - g. amendments or modifications of the Lease made without its written consent.
6. **Successor Landlord Exculpation.** Tenant will look solely to Successor Landlord's interest in the Property for the payment and discharge of any obligation or liability

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imposed upon Successor Landlord under the Lease.

7. **EstoppeL**. To the best of Tenant's knowledge, there does not exist any default, claim, controversy or dispute under the Lease. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.
8. **Notice to Landlord**. Tenant agrees that it will deliver to Lender a copy of all notices of default or termination received by it under the terms of the Lease.
9. **Assignment to Lender**. Tenant acknowledges that the Landlord may execute and deliver to Lender an assignment of the Lease as security for the Loan and Lender may assign the Loan to Freddie Mac or Fannie Mae. Tenant expressly consents to such assignments.
10. **Invalidity**. If any portion of this Agreement is held invalid or inoperative, then all of the remaining portions will remain in full force and effect, and, so far as is reasonable and possible, effect will be given to the intent manifested by the portion or portions held to be invalid or inoperative.
11. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State where the Property is located.
12. **Notices**.
(a) All notices, demands and other communications ("Notices") under or concerning this Agreement must be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in this Agreement, and will be deemed given on the earliest to occur of (1) the date when the Notice is received by the addressee; (2) the first Business Day after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (3) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. The term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.
(b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other party in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the other party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

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Any Notice, if given to Lender, must be addressed as follows:

Barnes Banking Company
1840 E. Skyline Drive
South Ogden, UT 84403
Attn: Gary Mathis

Any Notice, if given to Tenant, must be addressed as follows:

Mac-Gray Services, Inc.
404 Wyman Street, Suite 400
Waltham, MA 02451
Attn: Legal Department

13. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors, successors-in-title and assigns.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

[END OF TEXT – SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement [under seal] as of the date first above written.

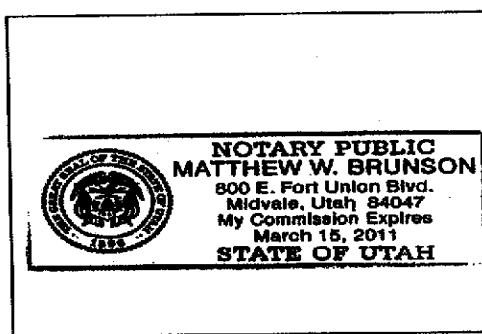
LENDER:

BARNES BANKING COMPANY

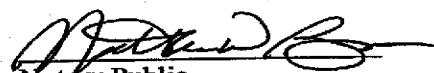
By: Name: Gary A. MathisTitle: Branch Manager/Commerical Loan Office

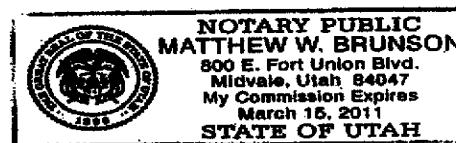
STATE OF Utah)
COUNTY OF Wasatch) SS

On this 7 day of January, 2008, before me, the undersigned notary public, personally appeared Gary A. Mathis who identified himself/herself by Branch Manager, and acknowledged to me that it is his/her signature on this document and that s/he signed it voluntarily for its stated purpose.



(USE THIS SPACE FOR NOTARIAL SEAL STAMP)


Notary Public
Printed Name: Matthew W. Brunson

My Commission expires: March 15, 2011

[CONTINUED ON FOLLOWING PAGE]

Subordination, Nondisturbance and Attornment Agreement

TENANT:

MAC-GRAY SERVICES, INC., a Delaware corporation

By: Linda Serafini

Name: Linda Serafini

Title: Vice President & General Counsel

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

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On this 8th day of February 2008 before me, the undersigned notary public, personally appeared, Linda Serafini, who is personally known to me as the Vice President & General Counsel of Mac-Gray Services, Inc., and the person who signed this document in my presence.



Naria Y. Kim
Notary Public

My Commission expires June 14, 2013



(USE THIS SPACE FOR NOTARIAL SEAL STAMP)

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Exhibit A

PARCEL 1:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS EAST (SOUTH 89°34' EAST) 394.00 FEET ALONG THE QUARTER QUARTER SECTION LINE FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION; RUNNING THENCE EAST (SOUTH 89°34' EAST) 132.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH (NORTH 0°22' EAST) 169.00 FEET PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE EAST (SOUTH 89°34' EAST) 132.00 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO A POINT WHICH IS WEST 666 FEET FROM THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION; THENCE NORTH (NORTH 0°22' EAST) 324.73 FEET PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION TO A POINT WHICH IS 136.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 4900 SOUTH STREET; THENCE WEST (NORTH 89°31' WEST) 132.00 FEET PARALLEL TO SAID SOUTH LINE OF STREET; THENCE SOUTH (SOUTH 0°22' WEST) 133.85 FEET PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER SECTION; THENCE WEST (NORTH 89°34' WEST) 132.00 FEET PARALLEL TO THE SOUTH LINE OF THE QUARTER QUARTER SECTION; THENCE SOUTH (SOUTH 0°22' WEST) 360.00 FEET PARALLEL TO THE WEST LINE OF NORTHWEST QUARTER SECTION TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH 33.00 FEET THEREOF, LYING WITHIN THE RIGHT-OF-WAY OF 5000 SOUTH STREET.

PARCEL 2:

BENEFITS, EASEMENTS AND RIGHTS OF WAY GRANTED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED SEPTEMBER 28, 1972 IN BOOK 1005 AT PAGE 536, AMENDMENT RECORDED APRIL 23, 1974 IN BOOK 1051 AT PAGE 581 AND RE-RECORDED APRIL 29, 1974 IN BOOK 1052 AT PAGE 202 OF OFFICIAL RECORDS.

Tax Parcel No. 07-067-0026