

PREPARED BY, AND AFTER RECORDING
RETURN TO:

Ryan Spencer
Red Bridge Capital II LLC
6440 S. Wasatch Blvd., Suite 200
Salt Lake City, Utah 84121

Tax ID # 06-393-0001 & 0002

SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT

This Subordination, Nondisturbance, and Attornment Agreement (this "Agreement") dated April 26, 2018, is between RED BRIDGE CAPITAL II, LLC, a Utah limited liability company whose address is 6440 S. Wasatch Blvd., Suite 200, Salt Lake City, Utah 84121 ("Lender"); FFG DEVELOPMENT, LLC, a Utah limited liability company whose address is 871 S. Auto Mall Drive, American Fork, Utah 84003 ("Landlord"); and FFG R&R STORES, LLC, a Utah limited liability company whose address is 871 S. Auto Mall Drive, American Fork, Utah 84003 ("Tenant").

Pursuant to a Lease Agreement dated April 5, 2018 (the "Lease"), Landlord will develop and lease to Tenant the property and improvements located in the city of North Salt Lake, Davis County, state of Utah, and more particularly described in Exhibit A (the "Leased Property") as a R&R BBQ restaurant.

Lender intends to provide a loan (the "Loan") to Landlord related to the purchase and development of the Leased Property and to secure the Loan with a deed of trust, security deed, mortgage or similar encumbrance (the "Mortgage"). The promissory note, the Mortgage, any guarantees, and the other documents that evidence, guaranty, or secure the Loan are referred to in this Agreement as the "Loan Documents."

The parties therefore agree as follows:

1. **Subordination.** The parties agree that the Lease will at all times be subject and subordinate in all respects to the Mortgage and to all renewals, modifications, and extensions thereof, subject to the terms and conditions of this Agreement.

2. **Attornment and Nondisturbance.** If Lender succeeds to the interest of Landlord under the Lease:

2.1 Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term of the Lease (including all extension periods that have been or are hereafter exercised) upon the same terms and conditions in the Lease, and if the Lease is terminated as a result of a default by Landlord, if requested by Lender, Tenant shall enter into a new lease with Lender for the remainder of the term of the Lease and upon the same terms and conditions in the Lease.

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2.2 Landlord shall not terminate the Lease or disturb Tenant's possession of the Leased Property so long as Tenant complies with and performs its obligations under the Lease and this Agreement, subject to the giving of any required notice of default and the expiration of any applicable cure periods.

2.3 Lender and Tenant, from the date of the succession, will have the same remedies against each other for the breach of the Lease as Landlord and Tenant had before Lender succeeded to the interest of Landlord.

2.4 Tenant and Landlord represent and warrant to Lender that there are no current defaults under the Lease.

2.5 The provisions of this Section 2 will be effective and self-operative without any need for Lender or Tenant to execute any further documents. But Tenant and Lender shall confirm the provisions of this Section 2 in writing upon request by either of them.

2.6 **Actions Requiring Consent.** Tenant and Landlord shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending, modifying, assigning, or terminating the Lease, which consent will not be unreasonably withheld; (b) prepay any of the rent due under the Lease for more than one month in advance of the applicable due dates; (c) voluntarily surrender the Leased Property or terminate the Lease; or (d) assign the Lease or sublet the Leased Property or any part of the Leased Property other than pursuant to the provisions of the Lease.

2.7 **Notices Required.** Tenant shall promptly give to Lender copies of all notices of any Landlord default under the Lease in the same manner and whenever Tenant gives any notice of a default to Landlord, and the notice of default will be deemed not to have been given under the Lease unless and until a copy of the applicable notice has been delivered to Lender pursuant to this Agreement.

2.8 **Right to Cure.** Lender will have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for that purpose Tenant hereby grants Lender an additional 30 days to remedy, or cause to be remedied, any default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition, or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No default by Landlord under the Lease will exist or will be deemed to exist if the default cannot be reasonably cured within the above-referenced time period as long as Lender, in good faith, has commenced to cure the default within the time period above and is pursuing the remedy to completion with reasonable diligence, subject to force majeure. Lender or its designee will not be liable under the Lease unless and until Lender or its designee becomes (and then only with respect to periods in which Lender or its designee becomes) the landlord under the Lease. Upon reasonable prior written notice to Landlord and Tenant, Lender or its designee may enter upon the Leased Property at all reasonable times to visit or inspect the Leased Property.

3. **Authority to Execute.** Each individual executing this Agreement represents and warrants that the person is duly authorized to execute and deliver this Agreement on behalf of the applicable party and that this Agreement is binding upon such party in accordance with its terms.

4. **Notices.** Any notice, election, communication, request, or other document or demand required or permitted under this Agreement must be in writing and will be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal, or nondelivery indicated on the return receipt, if deposited in a United States Postal Service depository, postage prepaid, sent certified mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant, Landlord, or Lender, as the case may be, at the addresses in the introductory paragraph of this Agreement.

5. **Definitions.** The term "Lender" includes any successor or assignee of the Lender, including any lender to the Lender, any trustee of any lender to the Lender, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns. The terms "Tenant" and "Landlord" as used in this Agreement include any successor and assign of the named Tenant and Landlord, respectively, except that the reference to Tenant's or Landlord's successors and assigns will not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord. Any lender to the Lender will be a beneficiary to all rights granted Lender under this Agreement, subject to the lender's agreement to not to disturb Tenant's possession under the Lease if Tenant attorns to the lender in all of Tenant's obligations under the Lease.

6. **Enforceability; No Merger of Title.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed modified to the extent necessary to be enforceable, or if the modification is not practicable, the provision will be deemed deleted from this Agreement, and the other provisions of this Agreement will remain in full force and effect, and will be liberally construed in favor of Lender. There will be no merger of the Lease or the associated leasehold estate with any other estate in the Leased Property, including, without limitation, the fee estate, by reason of the same person or entity acquiring or holding, directly or indirectly, the Lease and the leasehold estate and any other estate.

7. **Amendment.** Neither this Agreement nor any of the terms of this Agreement may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification is sought.

8. **Governing Law.** This Agreement will be construed in accordance with the laws of the state in which the Leased Property is located.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10. **Reliance.** Tenant acknowledges that Lender will rely on this Agreement when extending a loan to Landlord.

The parties are signing this Subordination Nondisturbance, and Attornment Agreement on the date stated in the introductory paragraph.

LENDER:

RED BRIDGE CAPITAL II LLC

By: 

Name: Shane Peery

Title: Manager

By: 

Name: Paul Erickson

Title: Manager

LANDLORD:

FFG DEVELOPMENT, LLC

By: _____

Name: Brad Giles

Title: Director of Acquisition and Development

TENANT:

FFG R&R STORES, LLC

By: _____

Name: Andrew Smith

Title: Manager

[Continuing signature page of Subordination,
Nondisturbance, and Attornment Agreement]

State of Utah,
County of Salt Lake.

The foregoing instrument was acknowledged before me this April 10, 2018, by
Shane Peery, a manager for RED BRIDGE CAPITAL II LLC, a Utah limited liability company,
on behalf of that company.



Jaycie Baird
NOTARY PUBLIC

State of Utah,
County of Salt Lake.

The foregoing instrument was acknowledged before me this April 10, 2018, by Paul
Erickson, a manager for RED BRIDGE CAPITAL II LLC, a Utah limited liability company, on
behalf of that company.



Jaycie Baird
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this _____, 2018, by Brad
Giles, the Director of Acquisition and Development for FFG DEVELOPMENT, LLC, a Utah
limited liability company, on behalf of that company.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me this _____, 2018, by
Andrew Smith, the Manager for FFG R&R STORES, LLC, a Utah limited liability company, on
behalf of that company.

NOTARY PUBLIC

The parties are signing this Subordination Nondisturbance, and Attornment Agreement on the date stated in the introductory paragraph.

LENDER:

RED BRIDGE CAPITAL II LLC

By: _____

Name: Shane Peery

Title: Manager

By: _____

Name: Paul Erickson

Title: Manager

LANDLORD:

FFG DEVELOPMENT, LLC

By:  _____

Name: Brad Giles

Title: Director of Acquisition and Development

TENANT:

FFG R&R STORES, LLC

By:  _____

Name: Andrew Smith

Title: Manager

[Continuing signature page of Subordination,
Nondisturbance, and Attornment Agreement]

The foregoing instrument was acknowledged before me this _____, 2018, by
Shane Peery, a manager for RED BRIDGE CAPITAL II LLC, a Utah limited liability company,
on behalf of that company.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me this _____, 2018, by Paul
Erickson, a manager for RED BRIDGE CAPITAL II LLC, a Utah limited liability company, on
behalf of that company.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me this April 18, 2018, by Brad
Giles, the Director of Acquisition and Development for FFG DEVELOPMENT, LLC, a Utah
limited liability company, on behalf of that company.

Cameron Riff

NOTARY PUBLIC

The foregoing instrument was acknowledged before me this April 18, 2018, by
Andrew Smith, the Manager for FFG R&R STORES, LLC, a Utah limited liability company, on
behalf of that company.

Cameron Riff

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

**LOT 2, PREMIUM BBQ-SUBDIVISION, RECORDED AS ENTRY NO. 3087702, ON APRIL 16, 2018,
IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER'S OFFICE.**