

Tax Serial Number:
06-094-0033; and 06-094-0083

RECORDATION REQUESTED BY:
ZB, N.A. dba Zions First National Bank
Dealer Admin. & Flooring Center
2452 South 3400 West
West Valley City, UT 84119

WHEN RECORDED MAIL TO:
ZB, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

FATCO 918103

FOR RECORDER'S USE ONLY

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT
AND ESTOPPEL CERTIFICATE**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT dated August 29, 2018 ("Agreement"), is made and executed among C, S & F Properties, whose address is 957 N 400 E, N Salt Lake, UT 84054 ("Landlord"); Tim Dahle Automotive Group, Inc., whose address is 4528 S. State Street, Murray, UT 84107 ("Tenant"); and ZB, N.A. dba Zions First National Bank, Dealer Admin. & Flooring Center, 2452 South 3400 West, West Valley City, UT 84119 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated July 25, 2017 of the property described herein which was recorded as follows: Unrecorded Lease (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: The basic terms and conditions are outlined in said lease agreement as agreed by Landlord and Tenant..

REAL PROPERTY DESCRIPTION. The Lease covers 955 North 400 East, North Salt Lake, UT 84054, which is a portion of the following described real property (the "Real Property") located in Davis County, State of Utah:

See the exhibit or other description document which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 955 N. 400 E., North Salt Lake, UT 845054; and 957 N. 400 E, North Salt Lake, UT 84054. The Real Property tax identification number is 06-094-0033; and 06-094-0083.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following

described financial accommodations to C, S & F Properties and G.O.K. Properties, L.C., secured by the Real Property (the "Superior Indebtedness"):

A Promissory Note of even date herein in the original principal amount of \$22,412,994.35 from Landlord to Lender together with all renewals of, extensions of, modifications of, refinancing's of, consolidations of and substitutions for the promissory note or credit agreements.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated August 13, 2018, from Landlord to Lender (the "Lender's Lien") and recorded in Davis County, State of Utah as follows:

A Deed of Trust and Fixture Filing to be recorded substantially concurrently herewith.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender, which consent shall not be unreasonably withheld, for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender, which consent shall not be unreasonably withheld.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, (A) Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies (in the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action); (B) the Tenant's Lease Rights (including, without limitation, Tenant's Purchase Right (hereinafter defined) shall not be interfered with, diminished or terminate by, and Tenant's occupancy of the Real Property shall not be disturbed by the Lender (or by anyone claiming by, through or under Lender) in the exercise of any of the Lender's rights under the Lender's Lien. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lease shall continue in full force and effect upon the Tenant's attornment, as hereinafter provided, as a direct lease between the Tenant and the Lender upon all the terms, covenants, conditions and agreements set forth in the Lease and Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement. Lender agrees that any option to purchase the Real Property, right of first refusal to purchase the Real Property or right of first offer to purchase the Real Property or any portion thereof (each a "**Purchase Right**") at a purchase price ("**Purchase Price**") both as may be provided in the Lease, shall continue in full force and effect, and upon consummation of such Purchase Right and reduction of the Superior Indebtedness in an amount not to exceed the Purchase Price, the Lender's Lien shall be fully satisfied and Lender shall remove such Lender's Lien as an encumbrance against the Real Property,

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part,

agreed upon between Landlord and Tenant; or

(G) Liable for any construction obligation of any prior landlord, including Landlord; or

(H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

(A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.

(B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

UNLAWFUL USE MARIJUANA, CONTROLLED SUBSTANCES AND PROHIBITED ACTIVITIES. Tenant shall not use or occupy or permit the use or occupancy of the Property in any manner that would be a violation of federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation manufacture, distribution or marketing of any controlled substances or other contraband or any law relating to the use or distribution of marijuana.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit,

including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Landlord agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS

AGREEMENT IS DATED AUGUST 29, 2018.

LANDLORD:

C, S & F PROPERTIES

G.O.K. PROPERTIES, L.C., General Partner of C, S & F Properties

By: 
James Christopher Hemmersmeier, Manager of G.O.K.
Properties, L.C.

JERRY SEINER CHEVROLET, INC., General Partner of C, S & F
Properties

By: 
James Christopher Hemmersmeier, President of Jerry
Seiner Chevrolet, Inc.

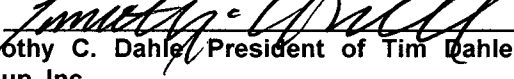
LENDER:

ZB, N/A. DBA ZIONS FIRST NATIONAL BANK

X 
Authorized Officer

TENANT:

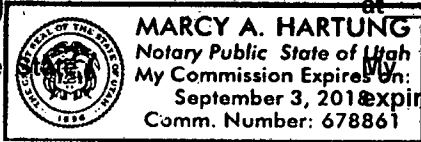
TIM DAHLE AUTOMOTIVE GROUP, INC.

By: 
Timothy C. Dahle, President of Tim Dahle Automotive
Group, Inc.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

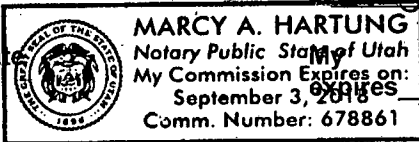
On this 31 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **James Christopher Hemmersmeier, Manager of G.O.K. Properties, L.C., General Partner of C, S & F Properties**, and known to me to be a partner or designated agent of the partnership that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Marcy A Hartung Residing at Salt Lake City, UT
Notary Public in and for the State of Utah My Commission Expires on: 9/3/2018 commission
of Utah  expires 9/3/2018
Comm. Number: 678861

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **James Christopher Hemmersmeier, President of Jerry Seiner Chevrolet, Inc., General Partner of C, S & F Properties**, and known to me to be a partner or designated agent of the partnership that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Marcy A Hartung Residing at Salt Lake City, UT
Notary Public in and for the State of Utah My Commission Expires on: 9/3/2018 commission
of Utah  expires 9/3/2018
Comm. Number: 678861

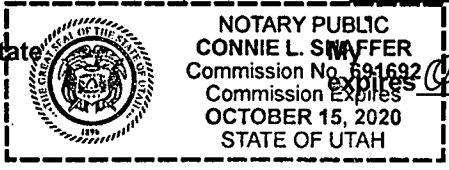
LENDER ACKNOWLEDGMENT

STATE OF UT)
) SS
COUNTY OF Salt Lake)

On this 4 day of Sept, 20 18, before me, the undersigned Notary Public, personally appeared Bret D Passey and known to me to be the Vice President, authorized agent for **ZB, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZB, N.A. dba Zions First National Bank**, duly authorized by **ZB, N.A. dba Zions First National Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **ZB, N.A. dba Zions First National Bank**.

By Connie L. Staffer Residing at Salt Lake

Notary Public in and for the State of Utah commission expires Oct. 15, 2020



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 30th day of AUGUST, 20 18, before me, the undersigned Notary Public, personally appeared **Timothy C. Dahle**, and known to me to be the President, authorized agent of **Tim Dahle Automotive Group, Inc.**, that executed the within and foregoing Subordination, Non-Disturbance and Atornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By [Signature] Residing at 4528 S. STATE STREET My commission expires 10/28/19

Notary Public in and for the State of UTAH commission expires 10/28/19

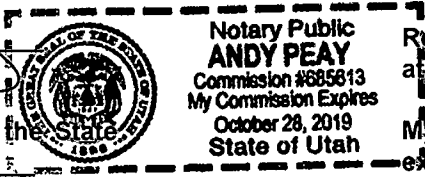


Exhibit "A"

PARCEL 3: (DAVIS COUNTY 06-094-0033)

BEGINNING ON THE WEST LINE OF A STREET AT A POINT 256.50 FEET WEST AND NORTH 651.20 FEET ALONG THE WEST LINE OF SAID STREET FROM THE SOUTH QUARTER OF THE CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 635.08 FEET TO THE EASTERLY NORTH ACCESS LANE OF 1-15; THENCE NORTH 34°03' EAST 215 FEET, MORE OR LESS, TO THE SOUTH LINE OF PROPERTY CONVEYED IN 601-342; THENCE EAST 505 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF STREET; THENCE SOUTH 178 FEET ALONG SAID WEST LINE TO POINT OF BEGINNING.

PARCEL 4: (DAVIS COUNTY 06-094-0083)

BEGINNING IN THE WESTERLY RIGHT OF WAY LINE OF 400 EAST STREET IN NORTH SALT LAKE AT A POINT 33.0 FEET PERPENDICULARLY DISTANCE WESTERLY FROM THE "U" LINE OF A HIGHWAY KNOWN AS INTERSTATE 15 OPPOSITE ENGINEER STATION 10+00, SAID POINT IS ALSO 247.94 FEET WEST 1097.24 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°08' EAST 282.50 FEET ALONG THE WEST LINE OF SAID 400 EAST STREET TO A POINT 60 FEET RADially DISTANCE SOUTHEASTERLY FROM THE "S" T LINE OF SAID HIGHWAY; THENCE NORTHEASTERLY 139.61 FEET ALONG THE ARC OF A 1206.28 FOOT RADIUS CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE TO ITS POINT OF BEGINNING BEARS NORTH 47°54'49" EAST); THENCE SOUTH 55°45' EAST 76.07 FEET TO A POINT 33.0 FEET PERPENDICULARLY DISTANCE NORTHWESTERLY FROM SAID "U" LINE OPPOSITE "U" LINE ENGINEER STATION 13+63; THENCE SOUTH 34°15' WEST 184.37 FEET ALONG A LINE PARALLEL TO AND 33.0 FEET DISTANCE NORTHWESTERLY FROM SAID "U" LINE TO A POINT OF TANGENCY WITH A 333.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY 198.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.