

Recording requested by
and after recording return to:

Western States Title Company
of Davis County, Inc.
110 West Center Street
Bountiful, Utah 84010

Parcel Tax Serial Numbers.

05-001-0109
05-001-0110

MNT 65218

LEASE SUBORDINATION AGREEMENT

This Lease Subordination Agreement is made effective as of April 15, 2019, by and among PFLB, LLC (the "Tenant"), a Utah limited liability company, whose address is 633 West Third Street, Covington, Kentucky 41011, PERFORMANCE UTAH, LLC (the "Landlord"), a Utah limited liability company, whose address is 633 West Third Street, Covington, Kentucky 41011, and BANK OF AMERICA, N.A. (the "Bank"), whose address is Bank of America, N.A., Document Retention, NC1-001-05-13, One Independence Center, 101 North Tryon Street, Charlotte, NC 28255-0001.

Recitals

A. The Landlord is the owner of those certain premises more particularly described on Exhibit "A" attached hereto (the "Real Estate").

B. The Bank is the owner and holder of certain obligations owed by the Landlord to the Bank. The obligations are secured, or may from time to time be secured, by one or more deeds of trust (collectively, as amended or restated from time to time, the "Deeds of Trust") heretofore, now or hereafter executed by the Landlord in favor of the Bank.

C. Each Deed of Trust constitutes, or may constitute, a priority lien upon the Real Estate and the improvements (the "Improvements") now or hereafter situated thereon (collectively, the "Property").

D. The Landlord has leased to the Tenant certain interests in the Property and the Improvements (collectively, the "Premises") more particularly described in each Lease (as defined below).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Subordination. Any lease (each, as amended, restated, extended, renewed or replaced from time to time, a "Lease") of the Premises, or any part thereof, to the Tenant, whether now in effect or hereafter arising, is and at all times shall be subordinate to each Deed of Trust and to all renewals, modifications and amendments thereof and thereto.

2. Termination. The Bank and each of its Successors (as defined herein) shall be entitled to terminate each Lease then in effect by giving written notice of such termination to the Tenant from and after the commencement of any judicial foreclosure proceedings or non-judicial power of sale or trustee's sale with respect to any Deed of Trust or upon any conveyance in lieu of foreclosure if such foreclosure proceedings are commenced, or such conveyance occurs, prior to the expiration of any Lease (including any extensions and renewals of any Lease). Upon any such termination: (a) each Lease then in effect shall immediately terminate; (b) all of the Tenant's right with respect to the Premises shall immediately terminate; and (c) the Bank and its Successors shall have no further liability to the Tenant with respect to the Lease or the Premises. For purposes hereof, the Bank's Successors shall mean: (a) each of the Bank's successors and assigns; and (b) each purchaser at any such foreclosure or conveyance in lieu of foreclosure.

3. Attornment. For so long as the Bank has not terminated any Lease as provided in the foregoing section, and subject to such section, the Tenant shall attorn to the Bank or its Successors and recognize the Bank or any such Successor as its landlord under each Lease in the event of any foreclosure of any Deed of Trust or any conveyance in lieu of foreclosure if such foreclosure or conveyance occurs prior to the expiration of the Lease (including any extensions and renewals of the Lease).

4. Limitation of Liability. Notwithstanding any contrary provision contained herein or in any Lease, neither the Bank, its successors and assigns, nor any Successor, as the case may be, shall in any event:

(a) be liable to the Tenant for any past act, omission or default on the part of the original or any prior landlord under any Lease;

(b) be subject to any offsets, defenses or deficiencies which the Tenant might be entitled to assert against the original or any prior landlord under any Lease;

(c) be liable to the Tenant for any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord under any Lease and not delivered to the Bank;

(d) be bound by any warranty or representation of the Landlord relating to work performed by the Landlord under the Lease;

(e) be bound by any payment of rent or additional rent made by the Tenant to the Landlord for more than one month in advance unless expressly provided for by the terms of the Lease; or

(f) be obligated for the restoration of the Premises or any portion thereof in the event of any casualty or taking of any part of the improvements thereon under power of eminent domain beyond any insurance or condemnation proceeds received in connection therewith.

5. Purchase Option. The lien of each Deed of Trust shall unconditionally be and remain at all times a lien on the Premises prior and superior to any existing or future option or right of first refusal of the Tenant to purchase the Premises or any portion thereof. In the event of any transfer of the Landlord's interest in the Premises by foreclosure, trustee's sale or other action or proceeding for the enforcement of any Deed of Trust or by deed in lieu thereof, the Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

6. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. The Tenant agrees, however, to execute and deliver to the Bank or to any person to whom the Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to effectuate such provisions.

7. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

8. Modification. This Agreement may not be modified orally or in a manner other than by an agreement signed by the parties hereto or their respective successors in interest.

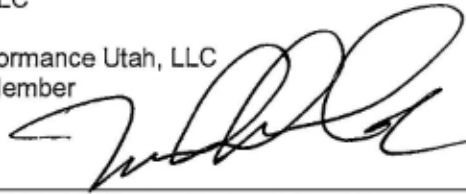
9. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Utah.

[SIGNATURE PAGES FOLLOW]

Executed as of the day and year first above written.

PFLB, LLC

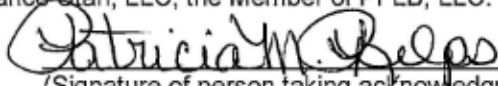
By: Performance Utah, LLC
Its Member

By: 
Michael L. Dever, Its Operating Manager

STATE OF Ohio

COUNTY OF Clermont

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by Michael L. Dever, the Operating Manager of Performance Utah, LLC, the Member of PFLB, LLC.


(Signature of person taking acknowledgment)
(Title) Notary

(Seal)

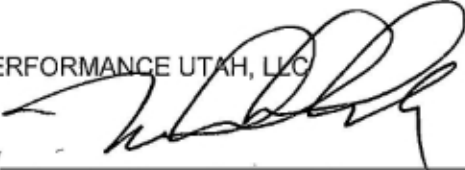
My Commission expires:
10-31-2021

Residing at:
Clermont County Ohio



PATRICIA M. PHELPS
Notary Public, State of Ohio
My Commission Expires October 31, 2021

PERFORMANCE UTAH, LLC

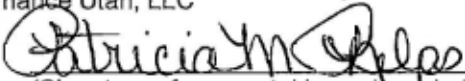
By 
Michael L. Dever, Its Operating Manager

[SEAL]

STATE OF Ohio

COUNTY OF Clermont

The foregoing instrument was acknowledged before me this 15th day of April, 2019,
by Michael L. Dever, the Operating Manager of Performance Utah, LLC


(Signature of person taking acknowledgment)
(Title) Notary

(Seal)

My Commission expires:
10-31-2021

Residing at:
Clermont County, Ohio



PATRICIA M. PHELPS
Notary Public, State of Ohio
My Commission Expires October 31, 2021

BANK OF AMERICA, N.A.

By: [Signature]
Its: Sr. Vice President Guy C. McGowan

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 15th day of April, 2019,
by Guy McGowan, the Sr. V.P. of Bank of America, N.A.

[Signature]
(Signature of person taking acknowledgment)
(Title) Sr. Vice President

(Seal)

My Commission expires:
09/03/2019

Residing at:
2390 Hopewell Plantation Dr.
Alpharetta GA 30004

Chandra Swayam Pakula
Notary Public, State and County

Aforesaid
Print Name: CHANDRA SWAYAM PAKULA
My commission expires: 09/03/2019
My commission number: W-00256633



(NOTARIAL SEAL)

Exhibit "A"

Parcel 1:

Beginning on the Easterly line of a Highway at a point 529.7 feet South 0°51' East and East 21.66 feet, more or less, and South 26° 44' West 38.18 feet along the Easterly line of the old Bamberger Railroad Right-of-Way, and East 49.0 feet, more or less, and Northerly 187 feet, more or less, along said Highway along the arc of a 1392.39 foot radius curve to the right and North 23° 39' East 89.98 feet from the Northwest corner of Section 31, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful; and running thence North 23° 39' East 58.28 feet, more or less, along said Highway; thence North 26° 55' East 50 feet, more or less, along a line 46 feet perpendicularly distant Easterly from the center line of Highway to a point 12.9 rods South of the North line of said Section 31; thence North 26° 47' East 185.72 feet, more or less, along said Highway to a point of tangency with a 15 foot radius curve to the right; thence Easterly 22.03 feet along the arc of said curve to a point of tangency with a 540 foot radius curve to the left; thence Easterly 211.27 feet along the arc of said curve along the South line of a street; thence North 88° 44' East 210.9 feet to a point of tangency with a 20 foot radius curve to the right; thence Southeasterly 42.77 feet along the arc of said curve to the Westerly line of a Highway; thence South 31° 10' West 490.48 feet along said Westerly line to a point Easterly of the beginning; thence North 58° 46' 02" West 388.88 feet to the point of beginning.

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Parcel 2:

Beginning at the Easterly line of a Highway 40 feet radially distant Easterly from the centerline thereof, at a point 529.7 feet South 0° 45' East and East 21.66 feet, more or less, and South 26° 44' West 38.18 feet along the Easterly line of the old Bamberger Railroad Right-of-Way and East 49.00 feet, more or less, from the Northwest corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful; and running thence Northerly 186.72 feet along said Highway along the arc of a 1392.39 foot radius curve to the right through a central angle of 7° 41' to a point opposite Engineers Station 192+39.01 (Note: Tangent to said curve at the point of beginning bears North 19°20' East as per State Road Project No. 0116, Lot 1, Parcel No. 0116:13:A); thence North 23° 45' East 89.98 feet along said Highway; thence South 58° 46' 02" East 388.88 feet to a point on the West line of Main Street, said point being West 1826.73 feet along the section line and South 31° 15' 30" West 598.89 feet from the North Quarter corner of said Section 31, as per Project No. C.R. 268 (3) City of Bountiful; thence South 31° 15' 30" West 61.95 feet along said West line; thence North 89° 54' West 410.04 feet to the point of beginning.

Parcel Tax Number: 05-001-0110