

WHEN RECORDED RETURN TO:
JPMorgan Chase Bank, N.A.
Dealer Commercial Services
AZ1-1125
201 N. Central Avenue, 26th Floor
Phoenix, AZ 85004

1830409 MT

Tax ID: 19-014-0112



Subordination of Real Estate Lease

This agreement is dated as of June 27, 2018, by G-W Automotive, LLC dba Ken Garff Honda of Orem, a Utah limited liability company (the "Tenant"), whose address is 405 S. Main St., Suite 1200, Salt Lake City, UT 84111, and delivered to JPMorgan Chase Bank, N.A., and its successors and assigns (the "Beneficiary"), whose address is 201 N. Central Ave., Floor 26, Phoenix, AZ 85004-0073.

The Tenant and GARFF PROPERTIES-OREM, LLC (the "Owner/Trustor") entered into a lease dated April 17, 2017 (the "Lease"), covering the following described real property ("the Premises"):

Located in the City of Orem, County of Utah, State of Utah:

Lot 1, Garff Orem VW/Honda Subdivision, according to the official plat thereof recorded in the office of the Utah County Recorder.

Together with a Cross Access Easement over a portion of said property as disclosed by Cross Access Easement Recorded April 4th, 2018 as Entry no. 31405:2018.

Commonly known as 195 E. University Parkway, Orem, Utah 84058.

The Owner/Trustor wishes to provide, or has provided, a deed of trust, covering the Premises, to Old Republic National Title Insurance Company, as trustee for the benefit of the Beneficiary (as extended, renewed, modified, and/or replaced from time to time, the "Beneficiary's Deed of Trust") to secure the Liabilities (as defined in the Beneficiary's Deed of Trust). The Beneficiary is willing to extend or continue the Liabilities upon the condition that the Tenant subordinate its interest in the Lease to the Beneficiary's Deed of Trust.

THEREFORE, THE TENANT REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. The Tenant subordinates completely and unconditionally all of its right, title and interest in the Lease (including, but not limited to, purchase options and first refusal rights), to all of the Beneficiary's right, title and interest under the Beneficiary's Deed of Trust and agrees that the Beneficiary's Deed of Trust is a lien prior and superior to the Lease;
2. The Lease is presently in full force and effect and is unmodified except as indicated by amendments attached to the Lease;
3. The term of the Lease has commenced and the Tenant is in possession of the portion of the Premises described in the Lease;
4. No rent has been paid nor will it be paid more than thirty (30) days in advance of its due date;
5. The Tenant, as of the date of this agreement, has no charge, lien, or claim of offset under the Lease or otherwise against rents or other charges due under the Lease, and no default by the Tenant or the Owner/Trustor exists under the Lease;
6. Without the prior written consent of the Beneficiary, the leasehold will not be terminated or surrendered, nor will the Lease be modified, except rentals may be increased without the Beneficiary's consent;
7. The Tenant will give the Beneficiary notice of any default under the Lease by the Owner/Trustor, and the Beneficiary shall have a reasonable opportunity, which shall in no event be less than one hundred twenty (120) days from the Beneficiary's receipt of notice, to correct the default, but shall not be obligated to do so;
8. No action or failure to act by the Owner/Trustor shall adversely affect the rights of the Beneficiary under this agreement, nor shall any such action or failure discharge the Tenant's obligations under the Lease;
9. If the Premises are sold at foreclosure sale, by trustees sale, by power of sale or otherwise, the Tenant agrees to attorn to the purchaser at such sale as if the purchaser were the landlord under the Lease, if the purchaser so requests; and
10. Without notice to or the consent of the Tenant and without impairing or affecting this agreement, the Beneficiary may take or refrain from taking any action regarding the Liabilities that it deems appropriate, including without limitation (a) amending, modifying, extending or renewing the Liabilities or changing any interest rate thereto, (b) releasing, compromising, or settling any claim related to the Liabilities, (c) forbearing or agreeing to forbear from enforcing any right or remedy related to the Liabilities, including rights and remedies against any guarantor, surety or accommodation party of all or any part of the Liabilities, (d) determining when and in what order payments and credits shall be made to the Liabilities, or (e) substituting, releasing or exchanging all or any portion of any collateral for the Liabilities, including the Premises. The Tenant waives and agrees not to assert any rights or defenses with respect to any actions the Beneficiary may take or refrain from taking with regard to the Liabilities or any property now or hereafter securing any of the Liabilities.
11. Any interest of the Tenant in any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises shall be subordinate to the interests of the Beneficiary in such proceeds or awards. The Tenant will neither seek nor accept any insurance, condemnation or eminent domain proceeds or awards made with respect to any interest in the Premises until all amounts secured by the Beneficiary's Deed of Trust have been paid in full. However, the Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Beneficiary, at its main office if no other address of the Beneficiary is specified herein, by one of the following means: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand; (b) on the Delivery Day after the day of deposit with a nationally recognized courier service; or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

This agreement binds and benefits the Tenant and the Beneficiary and their respective successors and assigns.

Governing Law and Venue. This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts). The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this Subordination Agreement may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Subordination Agreement, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Tenant waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.

WAIVER OF SPECIAL DAMAGES. THE TENANT WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE TENANT AND THE BENEFICIARY (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Tenant:

G-W Automotive, LLC dba Ken Garff Honda of Orem

By:  _____

John K. Garff
Printed Name

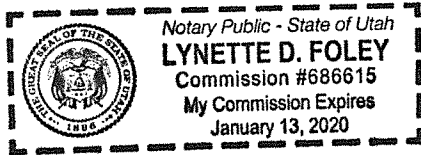
Manager
Title

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss

The foregoing instrument was acknowledged before me on July 5, 2018, by John K. Barth,
Manager of A-W Automotive, LLC

Given under my hand and notarial seal this 5th day of July, 2018.



Lynette D. Foley, Notary Public
My Commission expires: 1-13-2020