

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC C7300-033
1700 Lincoln Street, 3rd Floor
Denver, CO 80203
Attn: Loan Documentation

12714644
02/12/2018 01:45 PM \$22.00
Book - 10646 Pg - 3375-3381
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
WELLS FARGO
1700 LINCOLN ST
DENVER CO 80203
BY: CRP, DEPUTY - MA 7 P.

AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST
(LANDLORD WAIVER)

THIS AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST (this "Agreement") is entered into as of November 17, 2017, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), RED SKY SOLUTIONS, LLC ("Debtor") and RED SKY HOLDINGS, LLC ("Landlord").

WHEREAS, Bank has extended, or has agreed to extend, credit to Debtor on the condition, among others, that such credit be secured by a security interest in some or all of Debtor's personal property, including without limitation inventory and equipment (collectively, the "Collateral"), and all or a portion of the Collateral is now or may hereafter be located on that certain real property owned by Landlord in the County of Salt Lake, Utah, with an address of 11931 South 700 East, Draper, UT 84020 (if known), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, in extending or continuing to extend such credit to Debtor, Bank is relying on the acknowledgments, representations and agreements relating to the Collateral set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Landlord, Debtor and Bank hereby acknowledge, represent and agree as follows:

1. Landlord's Acknowledgment. Landlord acknowledges that the security interest of Bank in the Collateral is senior and superior to any claim or right in all or any portion thereof which Landlord now has or may at any time hereafter acquire. Landlord confirms that Landlord has not received notice from any person or entity other than Bank of any claim of right, title or interest in or to any of the Collateral.

2. Notice and License. Landlord agrees to deliver to Bank, at the same time as delivery to Debtor, a copy of any notice given by Landlord to Debtor regarding any breach of, or limitation or termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property. Subject to the terms and conditions of this Agreement, Landlord and, where applicable, Debtor agree that notwithstanding any failure by Debtor to perform under, or the termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property: (a) Landlord will not dispose of the Collateral nor assert any right or interest therein unless it has first notified Bank in writing and has given Bank a period of thirty (30) days from the date of such notice to commence to exercise Bank's rights in and to the Collateral; and (b) Bank is hereby granted the right and license to enter upon the Property and to possess and use the Property to take possession of the Collateral and to exercise Bank's rights, powers and remedies with respect to the Collateral, including without limitation completing any work in process, removing any or all of the Collateral from the Property, and sorting, assembling, selling (including by auction sale held on the Property) and otherwise disposing

of the Collateral in accordance with the terms and conditions of the security agreements between Bank and Debtor, this Agreement and applicable law.

3. **Conditions.** The rights and licenses granted to Bank herein are conditioned upon Bank's agreement to, and Bank hereby agrees to: (a) pay rent to Landlord at the times and at the daily rate paid by Debtor for the period commencing on the day Bank enters into possession of the Property and ending on the day Bank relinquishes possession thereof; and (b) reimburse Landlord for any damage to the Property, other than diminution in value thereof, actually caused by Bank's activities on the Property during its possession thereof. Bank represents and warrants to Landlord that Bank has sufficient liability insurance for Bank's anticipated activities under this Agreement.

4. **Indemnity.** Debtor agrees to indemnify and hold Landlord and Bank, and their respective partners, officers, directors, successors and assigns, harmless from and against any and all claims, actions, damages, costs, expenses (including, subject to applicable law, reasonable attorneys' fees, to include Bank's outside counsel fees and all allocated costs of Bank's in-house counsel) and/or liability arising from or in any manner relating to Landlord's compliance with this Agreement and/or Bank's exercise of any of its rights hereunder. Debtor hereby irrevocably authorizes Landlord to comply with any instructions or directions which Bank may give to Landlord pursuant hereto and/or in connection with Bank's exercise of its rights, powers and remedies with respect to the Collateral.

5. **No Waiver; Amendments.** No delay, failure or discontinuance of Bank in exercising any right, power or remedy hereunder or under any security agreement between Bank and Debtor shall affect such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect the further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Bank hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under this Agreement, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in such writing. This Agreement may be amended or modified only in writing signed by all parties hereto.

6. **Notices.** All notices, requests and demands required hereunder must be in writing, addressed to each party at the address specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

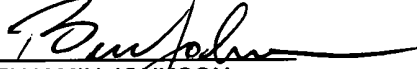
7. **Governing Law; Successors, Assigns.** This Agreement shall be governed by and construed in accordance with the laws of Utah, without reference to the conflicts of law or choice of law principles thereof but giving effect to federal laws applicable to national banks, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

8. **Acknowledgment.** Debtor acknowledges receipt of a copy of this Agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first written above, and as applicable, with the intention that it constitute an instrument under seal.

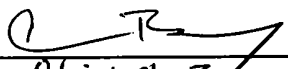
BANK:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
BENJAMIN JOHNSON,
RELATIONSHIP MANAGER
Address: MAC U1228-06K
299 South Main Street, 6th Floor
Salt Lake City, UT 84111


LANDLORD:

RED SKY HOLDINGS, LLC

By: 
Name: Christopher Barney
Title: Manager
Address: 11931 S 700 E
Draper, UT 84020

DEBTOR:

RED SKY SOLUTIONS, LLC

By: 
CHRISTOPHER W. BARNEY,
MANAGER
Address: 11931 South 700 East
Draper, UT 84020

STATE OF UTAH)

COUNTY OF Salt Lake)^{ss.}

The foregoing instrument was acknowledged before me this 16th day of January, 2018, by Benjamin Johnson, the Relationship Manager of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.

Patricia Hicks
Notary Public
My Commission Expires: 6/2/18

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by Christopher Barney the Manager of Red Sky Solutions, LLC, a _____ limited liability company, on behalf of such limited liability company.



Heather Syrett
Notary Public
My Commission Expires: August 19, 2020

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 2017 by Christopher Barney the General Manager of Red Sky Holdings, a _____ limited liability company, on behalf of such limited liability company.



Heather Syrett
Notary Public
My Commission Expires: August 19, 2020



**EXHIBIT A
TO
AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST
(LANDLORD WAIVER)**

Legal Description of Property:

PARCEL 1:

Lot 2A, BALLARD PROFESSIONAL CENTER SUBDIVISION AMENDED AMENDING LOTS 1, 2 AND 3 OF BALLARD PROFESSIONAL CENTER SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

PARCEL 2:

Together with the appurtenant rights as to Parcel 1 herein as granted by that certain Declaration of Covenants, Conditions, Restrictions and Reciprocal Easement Agreement recorded November 21, 2013 as Entry No. 11764146 in Book 10194 at Page 2414 of official records (as said Map and Declaration may heretofore be amended and/or supplemented).