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## SUBORDINATION AGREEMENT

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PTE- 39027-T

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this day, October 11, 2022, by Forward Development Group, LLC and DME Enterprises, LLC, owner of the land hereinafter described and hereinafter referred to as "Owner," and Forward Holdings, L.P., present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT WHEREAS, Forward Development Group, LLC and DME Enterprises, LLC did execute a Deed of Trust, dated June 2, 2021, to Backman Title Services LTD, as Trustee, covering:

See Attached Exhibit "A"

to secure a Note in the sum of \$ 600,000.00, dated June 2, 2021, in favor of Forward Holdings, L.P., which Deed of Trust was recorded June 2, 2021, as Entry No. 102101:2021, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$5,996,911.33, dated **12/2/2022**, recorded **12/7/2022**, as Entry No. **122929:2022**, Utah County Recorder's Office, in favor of Central Bank, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (2) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

IN WITNESS WHEREOF, Forward Holdings, L.P. has executed this Subordination Agreement as of the date first above written.

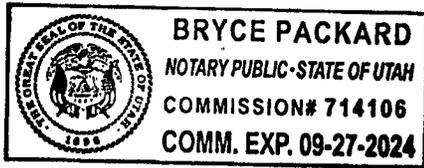
Forward Holdings, L.P.

*Daniel R. Forward*  
Daniel R. Forward, Partner

STATE OF UTAH    )  
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County of Utah    )

On this December 2nd, 2022, before me, the undersigned Notary Public, personally appeared Daniel R. Forward known to me to be the partner of the limited partnership that executed the above, and acknowledged to be the free and voluntary act and deed of the partnership, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited partnership.

*Bryce Packard*  
Notary Public



Pro-Title & Escrow, Inc.  
File No. 39027-T

## EXHIBIT "A"

Commencing 4455 feet North from the Southwest corner of Section 10, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 825 feet to the Northwest corner of said Section 10; thence East 2640 feet; thence South 1155 feet to property deeded to WIK, L.C. by Warranty Deed recorded December 15, 1998 as Entry No. 130613 in Book 4900 at Page 620; thence West 2640 feet; thence North 330 feet to the point of beginning.