

WHEN RECORDED, RETURN TO:

Pearson Butler, LLC
1802 W. South Jordan Pkwy, Suite 200
South Jordan, Utah 84095

13978250 B: 11352 P: 9626 Total Pages: 6
06/30/2022 01:47 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CAPSTONE TITLE AND ESCROW, INC.
2115 SOUTH DALLIN STREETSALT LAKE CITY, UT 84109

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (“Agreement”) is made and entered into as of the 29th day of June, 2022 by and among BANTERRA BANK, an Illinois State Chartered Bank, with an address at 6965 Union Park Center Drive, Suite 260 (“Lender”); HIGHPOINTE PARTNERS, LLC, a Utah limited liability company, with an address at 7585 S. Union Park Ave Suite 200 Sandy, UT 84047 (“Lessor”); and CAPITA FINANCIAL NETWORK, LLC, a Utah limited liability company (“Lessee”), and together with the Lender and Lessor, the “Parties”.

WHEREAS, pursuant to that certain OFFICE LEASE AGREEMENT, by and between Lessor and Lessee dated the 26th day of April, 2022 (Lease”), Lessor is the lessor and Lessee is the lessee of Suite 300 and 400 of 14658 Bangerter Parkway, Draper, Utah 84020 as further described in the Lease, which is located at the real property described in Exhibit A attached hereto and made a part hereof (collectively, the “Property”);

WHEREAS, Lessor has entered into that certain CONSTRUCTION LOAN DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING, dated on the 29 day of June, 2022, in Book 11352, Page 9193, of the records of Salt Lake County, Utah (the “Mortgage”), in order to secure Lessor’s obligations under certain loan(s) to Lessor from Lender as described in the Mortgage (the “Loan”); and

WHEREAS, the parties hereto desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Subordination. Lessee hereby subordinates all of its right, title and interest as lessee under the Lease to the right, title and interest of Lender under the Mortgage, and Lessee further agrees that the Lease now is and shall at all times continue to be subordinate in each and every respect to the Mortgage and to any and all increases, extensions, renewals, modifications, substitutions, replacements and/or consolidations of the Mortgage; provided, however, no such actions shall affect Lessee’s rights and obligations under the Lease or this Agreement.

2. Non-Disturbance. So long as no default exists and no event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle Lessor to terminate the Lease or dispossess Lessee thereunder, the Lease shall not be terminated nor shall Lessee be named or joined as a defendant or its use, possession, or enjoyment of the Property or rights under the Lease be interfered with in any foreclosure or other action or proceeding in the nature of foreclosure or deed in lieu thereof instituted under or in connection with the Mortgage or if Lender takes possession of the Property pursuant to any provisions of the Mortgage, in any case unless Lessor would have had such right if the Mortgage had not been made, nor shall Lessee’s rights under the Lease be affected by any breach or default under or enforcement of the Mortgage, except that neither Lender nor any other the person or entity acquiring the interest of Lessor as a result of any such action or proceeding or deed in lieu of thereof or

taking of possession (“Purchaser”) shall be: (a) bound by any amendment of the Lease made without the consent of Lender or, after notice of the transfer of such interest, such successor in interest of Lessor; or (b) liable to Lessee for any acts or omissions of Lessor or claims against Lessor occurring or arising prior to the date of the succession by Purchaser to the interest of Lessor or the taking of possession, provided, that (i) Lessee shall retain any setoffs or defenses it may have to the enforcement of its obligations under the Lease accruing prior to such date, and that (ii) Lessee shall retain any other rights or remedies it may have under the Lease as a result of such acts, omissions, or claims, including its right to terminate the Lease, if applicable.

3. Attornment. Unless the Lease is terminated in accordance with Paragraph 2 hereof, if the interests of Lessor shall be transferred by reason of the exercise of any power of sale contained in the Mortgage, if applicable, or by any foreclosure or other proceeding for enforcement of the Mortgage or by deed in lieu thereof, or if Lender takes possession of the Property pursuant to any provisions of the Mortgage, then: (a) Lessee shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof with the same force and effect as if Purchaser were the lessor under the Lease, and (b) Lessee shall attorn to Purchaser as the lessor under the Lease in accordance with its terms. Such attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Lessor or the taking of possession. Upon any such attornment, the respective rights and obligations of Purchaser and Lessee, under the Lease and to the extent of the then-remaining balance of the term thereof, shall be and are the same as now set forth in the Lease except as otherwise expressly provided in Paragraph 2 hereof.

4. Assignment of Leases. Lessee hereby acknowledges that all of Lessor’s right, title and interest as lessor under the Lease is being duly assigned to Lender pursuant to the terms of the Mortgage and that all rental payments under the Lease shall continue to be paid to Lessor in accordance with the terms of the Lease unless and until Lessee is otherwise notified in writing by Lender. Upon receipt of any such written notice from Lender, Lessee agrees to make payment of all rental payments then due or to become due under the Lease directly to Lender or to its agent designated in such written notice and to continue to do so until otherwise notified in writing by Lender. Lessor hereby (a) irrevocably directs and authorizes Lessee to make rental payments directly to Lender following receipt of such notice, and (b) agrees that (i) Lessee shall have the right to rely on such notice (A) without any obligation to inquire as to whether any default exists under the Mortgage or the indebtedness secured thereby and (B) notwithstanding any notice or claim of Lessor to the contrary, and that (ii) Lessor shall have no right or claim against Lessee for or by reason of any rental payments made by Lessee to Lender following receipt of such notice.

5. Notices of Default. In the event of a default by Lessor under the Lease, Lessee will, simultaneously with the giving of any notice of such default to Lessor under the provisions of the Lease, send a copy of such notice of default to Lender, and Lessee agrees that Lender shall have the right but not the obligation to correct or remedy, or cause to be corrected or remedied, each such default; provided, however, that Lender shall have no greater period of time than that given to Lessor under the Lease to cure any such default. In the event of a default by Lessor under the Mortgage or Loans, Lender will, simultaneously with the giving of any notice of such default to Lessor under the provisions of the Mortgage or Loans, send a copy of such notice of default to Lessee.

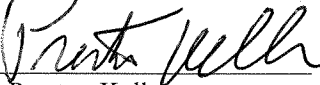
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

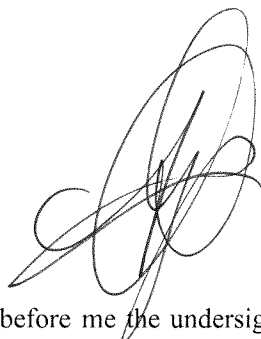
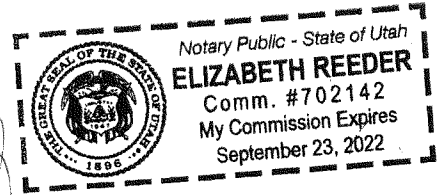
IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the date first above written.

LENDER:

BANTERRA BANK



By: Preston Keller
Its: Senior Banker




STATE OF UTAH)
) :ss.
COUNTY OF Salt Lake)

On this 29 day of June 2022, personally appeared before me the undersigned Notary Public, Preston Keller, as Senior Banker of BANTERRA BANK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

LESSOR:

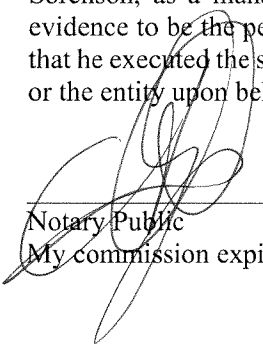
HIGHPOINTE PARTNERS, LLC



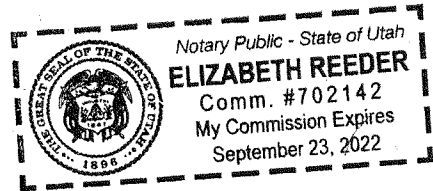
By: Joseph Sorenson
Its: Manager

STATE OF UTAH)
) :ss.
COUNTY OF Salt Lake)

On this 29 day of June 2022, personally appeared before me the undersigned Notary Public, Joseph Sorenson, as a manager of Highpointe Partners, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.



Notary Public
My commission expires: 9/23/22



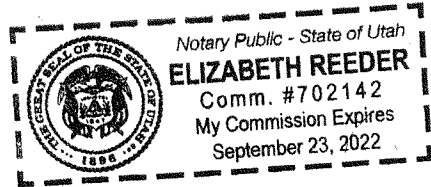
HIGHPOINTE PARTNERS, LLC

[Signature]
By: Gregg C. Johnson
Its: Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)

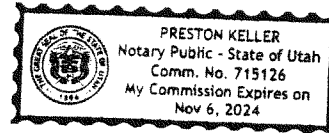
On this 29 day of June 2022, personally appeared before me the undersigned Notary Public, Gregg C. Johnson, as a manager of Highpointe Partner, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

[Signature]
Notary Public
My commission expires: 9/23/22



HIGHPOINTE PARTNERS, LLC

[Signature]
By: Jeremy Chidester
Its: Manager



On this 29th day of June 2022, personally appeared before me the undersigned Notary Public, Jeremy Chidester, also known as Jerry Chidester, as a manager of Highpointe Partners, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

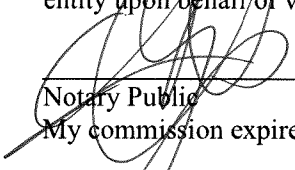
[Signature]
Notary Public
My commission expires: Nov 6, 2024

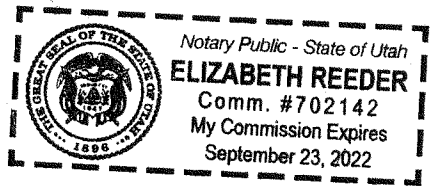
HIGHPOINTE PARTNERS, LLC


By: Michael Littledike
Its: Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)


On this 16 day of June 2022, personally appeared before me the undersigned Notary Public, Michael Littledike, as manager of Highpointe Partners, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.


Notary Public
My commission expires: 9/23/22



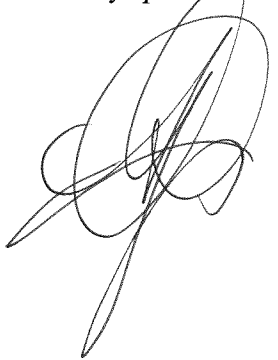
LESSEE:

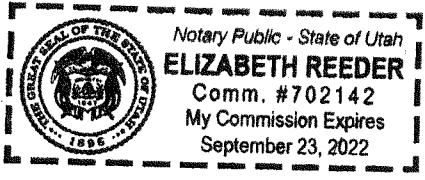
CAPITA FINANCIAL NETWORK, LLC


By: Michael Littledike
Its: Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)

On this 16 day of June 2022, personally appeared before me the undersigned Notary Public, Michael Littledike, as manager of Capita Financial Network, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribe to the within instrument and acknowledged before me that he executed the same in his authorized capacity and that by his signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.





*Highpointe Partners, LLC
Subordination, Non-disturbance, and Attornment Agreement
(CAPITA Financial Network, LLC)*

EXHIBIT A
Description of Real Property

A parcel of land located in the Southwest Quarter of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of the Southwest Quarter of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point being North 89°56'40" West 1,121.45 feet from the Center Quarter Corner of said Section 7, said point also being on the arc of a 539.00 foot radius curve to the left, the center of which bears North 65°24'43" East; thence Southeasterly 182.62 feet along said curve through a central angle of 19°24'44" and a long chord of South 34°17'40" East 181.74 feet to a point on the arc of a 541.58 foot radius non-tangent curve to the left, the center of which bears North 49°32'42" East; thence Southeasterly 105.30 feet along said curve through a central angle of 11°08'26" and a long chord of South 46°01'31" East 105.14 feet; thence South 55°18'06" East 100.15 feet to a point of tangency of a 31.00 foot radius curve to the right; thence Southerly 49.30 feet along said curve through a central angle of 91°07'02" and a long chord of South 09°44'35" East 44.27 feet; thence South 35°48'56" West 8.11 feet; thence South 54°11'04" East 33.59 feet to the northerly right-of-way line of Highland Drive and a point of the arc on a 1,008.06 foot radius non-tangent curve to the right, the center of which bears North 52°04'37" West; thence along said northerly right-of-way line the following two courses: Southwesterly 634.70 feet along said curve through a central angle of 36°04'29" and a long chord of South 55°57'37" West 624.27 feet and South 73°59'52" West 5.36 feet to the west line of the Northeast Quarter of said Southwest Quarter of Section 7; thence along said west line North 01°04'31" East 701.28 feet to said north line of the Southwest Quarter; thence South 89°56'40" East 218.90 feet to the POINT OF BEGINNING. Said parcel contains 237,851 square feet or 5.46 acres, more or less.

Tax Parcel # 34-07-326-002

A-1

*Highpointe Partners, LLC
Subordination, Non-disturbance, and Attornment Agreement
(CAPITA Financial Network, LLC)*