When recorded, mail to:

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

<u>NOTICE</u>: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "***Agreement***") is made as of October 24, 2024, by and among **BCG LEGACY VIEW, LLC**, a Delaware limited liability company ("***Landlord***"), **SCHNEIDER RESOURCES, INC.**, a Wisconsin corporation ("***Tenant***"), and **WASHINGTON FEDERAL BANK**, a Washington state chartered commercial bank ("***Lender***").

RECITALS:

A. Lender is making a real estate secured term and construction loan to **BCG LEGACY VIEW, LLC**, a Delaware limited liability company and successor in interest LEGACY VIEW INDUSTRIAL QOZB, LLC, a Delaware limited liability company ("***Landlord***") in the aggregate maximum principal amount of **ELEVEN MILLION AND 00/100 DOLLARS ($11,000,000.00)** (the "***Loan***"), comprised of (i) a term loan the in the principal amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (the "***Term Loan***"), and (ii) a construction loan in the principal amount of SIX MILLION AND NO/100 DOLLARS ($6,000,000.00) (the "***Construction Loan***", and together with the Term Loan, collectively, the "***Loan***"), to refinance an existing approximately 13,000 square foot industrial building located at 1010 South Legacy View Street, Salt Lake City, UT 84104 and to construct an approximately 28,351 square foot industrial building located at 1035 Property located in Salt Lake City, Salt Lake County, Utah (the "***Project***"), pursuant to the terms of a Loan Agreement (the "***Loan Agreement***") of even date herewith.

B. The Loan is or will be evidenced by each of a Promissory Note (Term Loan) in the principal amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (the "***Term Note***"), and (ii) a Promissory Note (Construction Loan) in the principal amount of SIX MILLION AND NO/100 DOLLARS ($6,000,000.00) (the "***Construction Note***", and together with the Term Note, collectively, the "***Note***") in favor of Lender.

C. As security for repayment of the Loan and Note and performance of Landlord's obligations to Lender, Lender has required that Landlord execute and deliver to Lender that certain Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing dated as of October 29, 2024, and recorded or to be recorded in the official records of Salt Lake County, Utah (as it may be amended, modified, extended, and renewed from time to time, the "***Deed of Trust***"), which encumbers or will encumber the property described on <u>Exhibit A</u> attached hereto and made a part hereof and all improvements thereon (the "***Real Estate***").

D. Pursuant to that certain Lease Agreement with a commencement date of April 1, 2022 (the "***Lease***"), Landlord has leased a portion of the Real Estate located at 1010 South Legacy View Street, Salt Lake City, Utah, platted Lot 8A, to Tenant on the terms and conditions set forth in the Lease.

E. The parties desire to agree upon the relative priorities of their interests in the Real Estate and their rights and obligations if certain events occur.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "***Foreclosure Event***" means (i) judicial or non-judicial foreclosure under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Note and/or the Deed of Trust, as a result of which Successor Landlord becomes owner of the Real Estate; or (iii) delivery by trustee under the Deed of Trust ("***Trustee***") to Lender (or its designee or nominee) of a deed or other conveyance of Trustee's interest in the Real Estate in lieu of any of the foregoing.

(b) "***Successor Landlord***" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event, including, but not limited to, Lender.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest, and lien, and for all purposes, including but not limited to any purchase or leasing option set forth in the Lease (any such purchase or leasing option, an "***Option***") and casualty or condemnation with respect to the Real Estate, to the Deed of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent deed of trust with which the Deed of Trust may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon.

3. Nondisturbance and Attornment.

(a) No Exercise of Deed of Trust Remedies against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If the Lease has not been terminated, then, when Successor Landlord takes title to the Real Estate: (i) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (iii) Tenant shall recognize and attorn to Successor Landlord as Landlord under the Lease as affected by this Agreement as provided in **Section 4** herein; and (iv) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

(c) Further Documentation. The provisions of this Agreement shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Agreement in writing upon request by either of them.

4. Attornment. If Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such Foreclosure Event had not occurred. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of any rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

(a) Personally liable for any act or omission of or any claims against any prior landlord (including Landlord) but, for clarity, Tenant shall still be entitled to all rights and remedies under the Lease for any such act(s) or omission(s) to the same extent as if they were performed (or failed to be performed) by such Successor Landlord; or

(b) bound by any rent or additional rent which Tenant might have paid more than sixty (60) days in advance to any prior landlord (including Landlord); or

(c) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or

(d) Personally liable for any breach of representation or warranty of any prior landlord (including Landlord) but, for clarity, Tenant shall still be entitled to all rights and remedies under the Lease for any such breach of representation or warranty to the same extent as if they were performed (or failed to be performed) by such Successor Landlord.

6. Exculpation of Lender. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement to Lender (and only to Lender), the Lease shall be deemed to have been automatically amended to provide that Lender's obligations and liability under the Lease shall never extend beyond Lender's interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Lender's interest in the Lease (collectively, "***Lender Interest***"). Tenant shall look exclusively to Lender Interest for payment or discharge of any obligations of Lender under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Lender with respect to the Lease or the relationship between Lender and Tenant, then Tenant shall look solely to Lender's Interest to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Lender. For clarity, the terms of this Section 6 shall be applicable *only* to Lender, and not to any other Successor Landlord who may succeed to the interest of Landlord under the Lease.

7. Lender's Right to Cure.

(a) Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (a "***Default Notice***") and, or thereafter, the opportunity to cure such breach or default as provided for below.

(b) Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Lender to possess and control the Real Estate, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "***Extended Cure Period***") as Lender may reasonably require to obtain possession and control of the Real Estate and thereafter to cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Lender shall be deemed to have possession and control of the Real Estate.

(d) Lease Cure Right. For the avoidance of doubt, the rights granted under this Section 7 are in addition to, rather in lieu of, any cure rights granted to Lender under the Lease.

8. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the date hereof:

(a) Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant with respect to the Real Estate. Without limiting the foregoing, there are no oral or written agreements between Landlord and Tenant that would create any additional obligations of Landlord with respect to the Lease or the Real Estate, or that would reduce or limit any obligations of Tenant under the Lease. Tenant has no interest in the Real Estate, including any right or option to purchase any portion of the Real Estate, except as is expressly set forth in the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(b) No Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease and, to the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

(c) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

(d) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall, unless otherwise expressly provided, be in writing and be delivered by hand, by recognized courier (e.g., Federal Express), or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) business days after deposit in the United States mail, and if delivered by hand or by courier, shall be deemed given when delivered.

In the case of Landlord, to:	BCG LEGACY VIEW, LLC 537 West 600 South, Suite 100 Salt Lake City, Utah 84101 Attn: Brandon Blaser
In the case of Tenant, to:	SCHNEIDER RESOURCES, INC. 3101 Packerland Drive Green Bay, Wisconsin 54313-6187 Attn: James P. Bauer
In the case of Lender, to:	WASHINGTON FEDERAL BANK 405 South Main Street, Suite 100 Salt Lake City, Utah 84111 Attn: John Herzog
With a copy to:	SNELL & WILMER L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attn: Brian D. Cunningham, Esq.

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Landlord, Tenant and Lender regarding the rights and obligations of Landlord, Tenant and Lender as to the subject matter of this Agreement.

(c) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Deed of Trust.

(d) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease.

(e) Interpretation: Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of State of Utah, excluding such state's principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

<u>NOTICE</u>: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

[Remainder of Page Intentionally Left Blank]

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

LANDLORD:

BCG LEGACY VIEW, LLC
a Delaware limited liability company

By: LEGACY VIEW INDUSTRIAL QOZB, LLC
a Delaware limited liability company
its Managing Member

By: BCG LEGACY VIEW OZ FUND, LLC
a Delaware limited liability company
its Managing Member

By: BCG INDUSTRIAL, LLC
a Utah limited liability company
its Manager

By: ______________________
Name: Brandon Blaser
Title: Manager

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 25th day of October, 2024, before me Steven Boswell, a notary public, personally appeared **BRANDON BLASER**, an individual, in his capacity as the Manager BCG INDUSTRIAL, LLC, a Utah limited liability company, the Manager of BCG LEGACY VIEW OZ FUND, LLC, a Delaware limited liability company, the Managing Member of LEGACY VIEW INDUSTRIAL QOZB, LLC, a Delaware limited liability company, the Managing Member of **BCG LEGACY VIEW, LLC**, a Delaware limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and official seal.

STEVEN EUGENE BOSWELL
Notary Public - State of Utah
Commission # 737990
My Commission Expires
July 3, 2028

____
Notary Signature

[Signatures Continue on the Following Page(s)]

4866-3268-7558

TENANT:

SCHNEIDER RESOURCES, INC.
a Wisconsin corporation

By: [signature]
Name: James P. Bauer
Title: Director of Real Estate

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Brown)

On this 10th day of October, in the year 2024, before me Candace R.B. Sabo, a notary public, personally appeared **JAMES P. BAUER**, an individual, in his capacity as a Director of Real Estate of **SCHNEIDER RESOURCES, INC.**, a Wisconsin corporation, on behalf of said corporation, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal] CANDACE R.B. SABO NOTARY PUBLIC STATE OF WISCONSIN

[signature]
NOTARY PUBLIC
Expires 6/21/2026

[Signatures Continue on Following Page]

4866-3268-7558

LENDER:

WASHINGTON FEDERAL BANK
a Washington state chartered commercial bank

By: ______________________________
Name: John Herzog
Title: Senior Relationship Manager – Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

On this 24 day of October, in the year 2024, before me Tonia Smith, a notary public, personally appeared **JOHN HERZOG**, an individual, in his capacity as a Senior Relationship Manager and Vice President of **WASHINGTON FEDERAL BANK**, a Washington state chartered commercial bank, on behalf of said stated chartered bank, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal] TONIA SMITH NOTARY PUBLIC STATE OF WISCONSIN

Tonia Smith ex. Oct 25, 25
NOTARY PUBLIC

4866-3268-7558

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

Lots 8A and 9A, LEGACY INDUSTRIAL PARK LOT 8 & 9 AMENDED, according to the official plat thereof recorded August 8, 2023 as Entry No. 14138560 in Book 2023P at Page 157 in the office of the Salt Lake County Recorder.

4866-3268-7558