

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

**TENANT SUBORDINATION, ATTORNMENMENT AND NON-DISTURBANCE,
and SUBSTITUTION OF LANDLORD AGREEMENT**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed Nov. 5, 2020, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender"), MANTICORE HOLDINGS, LLC ("Lessor") DIGITAL BUSINESS INTEGRATION, INC. ("Sublessor") and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK ("Tenant").

RECITALS

11-108-0123

A. Tenant has heretofore entered into a written, unrecorded lease agreement with Lessor for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at as 33 South Main Street, Kaysville, UT 84037-1922, Davis County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to MANTICORE HOLDINGS, LLC for the benefit of DIGITAL BUSINESS INTEGRATION, INC. to improve or to purchase the Property.

D. In connection with the Loan, MANTICORE HOLDINGS, LLC and DIGITAL BUSINESS INTEGRATION, INC. have or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to MANTICORE HOLDINGS, LLC the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection

with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.


2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will, upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the tenant of such successor in interest without change in the terms or provisions of the Lease Agreement except that:
 - a. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 - b. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 - c. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 - d. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 - e. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 - f. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. Substitution of Lessor. DIGITAL BUSINESS INTEGRATION, INC. is hereby substituted as Sublessor in the place of MANTICORE HOLDINGS, LLC. MANTICORE HOLDINGS, LLC assigns its interest as Lessor in the Lease Agreement to DIGITAL BUSINESS INTEGRATION, INC. as sublessor. The Lease Agreement shall be treated in all respects as a sublease between DIGITAL BUSINESS INTEGRATION, INC. and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK.
4. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed

to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.

5. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

By: 
Judson Blakesley, Vice President

ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK

By: 

DIGITAL BUSINESS INTEGRATION, INC.

By: 
Devon Z. Dorrity, President

MANTICORE HOLDINGS, LLC

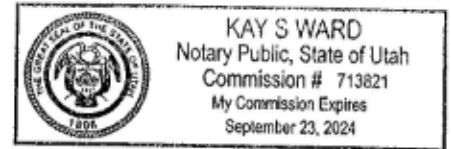
By: 
Devon Z. Dorrity, Manager

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

The foregoing instrument was acknowledged before me this
Nov. 5, 2020 by Judson Blakesley, Vice President, Mountain
West Small Business Finance.

Kay S Ward

NOTARY PUBLIC

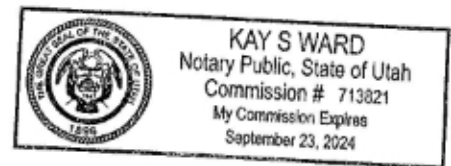


STATE OF)
)
COUNTY OF Davis) :ss.

The foregoing instrument was acknowledged before me this 11/5/2020, by KIRK
LASER (name), V.P. (title), ZIONS BANCORPORATION, N.A. dba
ZIONS FIRST NATIONAL BANK.

Kay S Ward

NOTARY PUBLIC

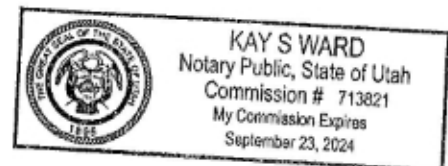


STATE OF UTAH)
)
COUNTY OF Davis) :ss.

The foregoing instrument was acknowledged before me this
Nov. 5, 2020 by Devon Z. Dorrity, President, DIGITAL
BUSINESS INTEGRATION, INC.

Kay S Ward

NOTARY PUBLIC



STATE OF UTAH)
)
:ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this
Nov. 5, 2020 by Devon Z. Dorrity, Manager, MANTICORE
HOLDINGS, LLC.

Kay Sward
NOTARY PUBLIC

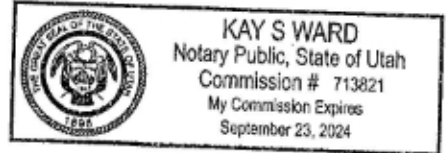


EXHIBIT "A"

ALL OF LOTS 3, 5, 6, AND PART OF LOT 4, BLOCK 6, PLAT "A", KAYSVILLE TOWNSITE SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3 AND RUNNING THENCE NORTH 528 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE WESTERLY 264 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 435.6 FEET, MORE OR LESS; THENCE SOUTHEAST ALONG HIGHWAY 123.42 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE EAST 165 FEET TO THE POINT OF BEGINNING