

3419150
BK 7845 PG 1182

E 3419150 B 7845 P 1182-1187
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/16/2021 2:48:00 PM
FEE \$40.00 Pgs: 6
DEP eCASH REC'D FOR BACKMAN TITLE SERVICE

When recorded Mail To:
UMB Bank, n.a.
Utah Banking Center
1010 Grand Boulevard
Kansas City, MO 64106

Parcel No's : 01-239-0001 ; 01-239-0002

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TENANT ESTOPPEL CERTIFICATE

LENDER: UMB Bank, n.a.

TENANT: Ninyo and Moore

LANDLORD DB Limited, LLC

BORROWER: DB Limited, LLC

DATE OF LEASE: May 8, 2020
(and all amendments)

ADDRESS OF PREMISES: 869 Robinson Drive
North Salt Lake City, UT 84054

SQUARE FEET: APPROXIMATELY 6000 RENTABLE SQUARE FEET

IN CONNECTION WITH and to induce Lender making a loan to Borrower to be secured by a mortgage on the Property (the "Loan"), Tenant hereby certifies to Lender, as follows:

1. The above referenced lease, together with all amendments, modifications, renewals and extensions indicated above (the "Lease") contains the complete agreement between Landlord and Tenant in connection with the premises (as described on **Exhibit A** attached hereto) leased by Tenant at the Property and has not been otherwise amended, supplemented or modified.
2. As of the date hereof, (i) the Lease is in full force and effect, (ii) there are no defaults or events that with the passage of time or notice would constitute a default by Landlord or Tenant under the Lease and (iii) Landlord is in full compliance with all of the terms, conditions and covenants of the Lease.
3. The improvements and space required to be furnished according to the Lease, including any construction which has been made or is to be made by the Landlord under the Lease, have been satisfactorily completed by the Landlord in all respects, duly delivered by the Landlord and accepted by the Tenant. All obligations, payments of an inducement nature and conditions precedent to Tenant's obligations under the Lease (including, without limitation, Tenant's obligation to pay rent) have been fulfilled or satisfied by the Landlord. There are no future concessions or inducements to which Tenant is entitled, and there exist no rights of offset, counterclaims or credits against present or future rental payments.
4. All payments, including additional rent for taxes, insurance and other charges, due and payable by Tenant under the Lease are current as of the date hereof.
5. The base rent currently being paid by Tenant or due to be paid when Tenant becomes obligated to pay rent under the Lease is \$ 53,280 per annum and has been paid through the date hereof, or will be from and after the rent commencement date become payable in equal monthly installments of \$ 4,440. Tenant has not prepaid rent for more than one month in advance. The amount of security deposit and all other deposits paid by Tenant to the Landlord under the Lease is \$ 4,440. Tenant is not disputing the computation of any rent, additional rent or other sums payable pursuant to the Lease.
6. The commencement date of the initial term of the lease is July 1 2020. The initial term of the lease or extension option expires Jan 1 2023. The lease has been amended on N/A. If the lease term is extended, no commissions are or will be due or owing to any person or entity.
7. Tenant has no extension options, right of first refusal, right to terminate, option to purchase or other interest in or claim to the Property, or any part thereof, except as set forth in the Lease and summarized as follows: (insert N/A if none) N/A

8. Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Lease and/or the Property, or any part thereof.
9. As of the date hereof, Tenant has no claims, defenses, offsets or counterclaims against the Landlord or otherwise to the enforcement of the Lease.
10. Tenant is currently in full occupancy of the portion of the Property it leases from the Landlord.
11. At the option of Lender, the Lease shall be subject and subordinate to the lien and provisions of Lender's mortgage/deed of trust, and Tenant shall attorn to and accept all performances by Lender. The terms of this provision shall amend the Lease.
12. All insurance required under the Lease is in full force and effect.

Signed by Tenant on: 9/3, 2021

TENANT

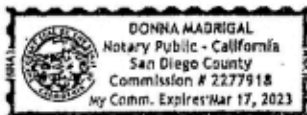
Ninyo and Moore

By: Tamara L. Richards
Title: Controller

STATE OF CA)
COUNTY OF San Diego) SS.

On this 3 day of September, 2021, before me appeared Tamara L. Richards, to me personally known, who, being by me duly sworn, did say that he/she is the Controller of Ninyo + Moore (the "Tenant"), a Corporation of the State of California, and said Tamara L. Richards acknowledged said instrument to be the free act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.



Donna Madrigal
Notary Public

My Commission Expires:

EXHIBIT A

Legal Description

Order No.: 6-094585

EXHIBIT "A"

LEGAL DESCRIPTION

All of Units 1 and 2, North Wood Lot 13, Planned Unit Development, as said Units are identified in the Plat of said Development, recorded in Davis County, Utah on October 12, 1998 as Entry No. 1450182 in Book 2377, Page 279, and in the Declaration of Covenants, Conditions and Restrictions recorded in Davis County, Utah on October 21, 1998 as Entry No. 1450183 in Book 2377, at Page 280.

Together with a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Units and Cutler Drive and Robinson Drive, a physically open and legally dedicated public street.

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