

After Recording, Return To:  
Freeman Lovell, PLLC  
9980 South 300 West, Suite 200  
Sandy, Utah 84070

Parcel No. 12:039:0043

### **SUBORDINATION OF LEASE AND NON-DISTURBANCE AGREEMENT**

This Subordination of Lease and Non-Disturbance Agreement is made this 6th day of June, 2022, by and between **Rock Canyon Bank, B:Side Capital or U.S. Small Business Administration** (individually and collectively "Lender"), **Claire Manufacturing I, Inc.** ("Tenant") and **Zident, LLC** ("Landlord"). In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Tenant currently leases from Landlord that certain premises located at 1320 North 300 West, Lehi UT 84043-1142, as more particularly described in Schedule A, attached hereto (the "Premises") within the building located at 1320 North 300 West, Lehi UT 84043-1142 (the "Property"), pursuant to that Lease Agreement dated June 6, 2022 (such Lease Agreement, including any addendums, modifications, extensions, or renewals thereto, collectively, the "Lease"). Tenant hereby agrees that the Lease shall be subject and subordinate in all respects to the lien and terms of any existing or future lien, security interest, and/or deed of trust encumbering the Property ("Lien Instrument") granted for the benefit of Rock Canyon Bank, B:Side Capital or U.S. Small Business Administration (individually and collectively "Lender"), including any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to Lender's agreements of non-disturbance and recognition as provided herein. In addition, if Lender acquires title to the Property through a foreclosure or otherwise, Lender agrees that the Lease shall remain in effect (and Tenant's rights shall not be disturbed), and that Lender (or their successors and assigns) shall recognize Tenant and honor the terms of the Lease (including fulfilling the obligations of Landlord thereunder), as the Landlord, and Tenant agrees to attorn to, accept and recognize Lender (or their successors and assigns) as the Landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant or Landlord (or their successors and assigns) as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender (or their successors or assigns) any reasonable instrument which may be necessary or appropriate to evidence such non disturbance by Landlord and attornment by Tenant. Tenant agrees that Lender is (1) not bound by right of offsets, credits, claims or defenses that Tenant may have against the prior Landlord (but Tenant shall be entitled to rental abatements and offsets on account of monies spent as allowed under the Lease); (2) not liable for any act, omission, negligence or default by Landlord that occurred before the date of Lender's acquisition of the Property through foreclosure or otherwise; and (3) not liable for the retention, application and or/return to the Tenant of any security deposit paid to Landlord or any prior landlord unless received by the Lender. Should B:Side Capital and/or the U.S. Small Business Administration become the landlord, it agrees to recognize Tenant's interests and the Lease, to fulfill Landlord's obligations under the Lease, and that Tenant's rights shall not be disturbed under the Lease except following a Tenant default under the Lease that remains uncured following expiration of applicable notice and cure periods.

This Agreement is incorporated into and hereby made a part of the Lease, and to the extent that any of the terms or provisions of the Lease contradict the terms or provisions of this Agreement, the terms and provisions of this Agreement are deemed to amend the Lease and shall control. The parties acknowledge, consent, and agree that the Lender, shall be, and are hereby, named as express third-party beneficiaries of this Agreement, with full rights as such. This Agreement applies to, inures to the benefit of, and binds the parties hereto, and their respective successors and assigns.

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

**LENDER:**

**Rock Canyon Bank**

By: [Signature]  
Name: Todd Guyman  
Its: Branch Manager

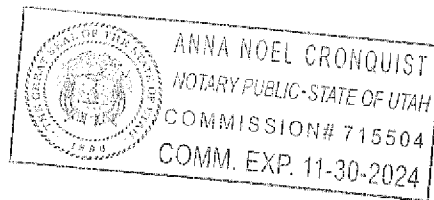
State of Utah )  
County of Utah )

On this 7<sup>th</sup> day of June, in the year 20 22, before me, Anna Cronquist (notary public) a notary date month year notary public name public, personally appeared Todd Guyman (document signer), whose identity is proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she/they signed said document in his/hertheir capacity as Branch Manager(title) of Rock Canyon Bank(entity).

Witness my hand and official seal.

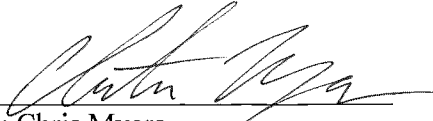
[Signature]  
(notary signature)

(seal)



LENDER:


B:Side Capital

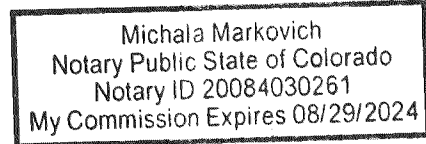
By:   
Name: Chris Myers  
Its: CEO

State of Colorado )  
County of Denver )

On this 7<sup>th</sup> day of June, in the year 2022, before me, Michala Markovich (notary public) a notary date month year notary public name public, personally appeared Chris Myers (document signer), whose identity is proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she/they signed said document in his/her/their capacity as CEO (title) of B:Side Capital (entity).

Witness my hand and official seal.

  
(notary signature)



(seal)

LANDLORD:

Zident, LLC

By: [Signature]  
Name: Jared Moore  
Its: 634 W 3160 N  
Lehi UT 84043

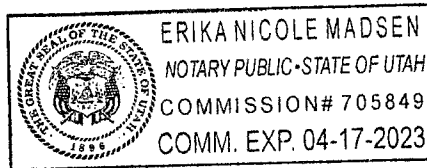
State of Utah )  
County of Utah )

On this 7 day of June, in the year 2022, before me, Jared Moore  
(notary public) a notary date month year notary public name public, personally appeared  
Erika Madsen (document signer), whose identity is proven on the basis  
of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she/they signed said  
document in his/her/their capacity as manager (title) of Zident LLC (entity).

Witness my hand and official seal.

[Signature]  
(notary signature)

(seal)



TENANT:

Claire Manufacturing I, Inc.

By: [Signature]  
Name: Jerry Tang  
Its: Chief Operating Officer

State of California )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_  
(notary public) a notary date month year notary public name public, personally appeared Jerry  
Tang, whose identity is proven on the basis of satisfactory evidence and who by me duly  
sworn/affirmed, did say that he/she/they signed said document in his/her/their capacity as chief  
operating officer of Claire Manufacturing I, Inc.

Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California )  
County of San Francisco )  
On 6/7/22 before me, Ivan Resnikoff, Notary Public  
(Date) (Here Insert Name and Title of the Officer)

personally appeared Jerry Tang  
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)  
(Signature of Notary Public)



Schedule A  
Premises Legal Description

Parcel No. **12:039:0043** in Utah County, State of Utah

File No.: 152555-CAB

Policy No.: O-0000-112522988

Commencing at a point located South 00°26'30" East along the Section line 1507.50 feet and West 613.11 feet from the Northeast corner of Section 8, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 84°02'27" West along a fence line 155.74 feet; thence North 24°31'55" West 87.57 feet; thence North 88°51'30" West along a fence line 112.70 feet; thence North 01°06'30" West 127.41 feet; thence North 87°07'30" West 130.78 feet; thence North 01°18'20" West 3.01 feet; thence North 88°08'26" West 274.85 feet; thence North 02°45'26" West along 300 West Street 184.44 feet; thence North 01°25'26" West along said 300 West Street 247.48 feet; thence South 48°29'26" East along Interstate I-15 970.59 feet to the point of beginning

LESS AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point on the East side of an existing access road, said point being 4690.38 feet East and 1170.89 feet North and South 84°02'27" West 154.80 feet from the West Quarter Corner of Section 8, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°06'58" West 19.50 feet; thence along a curve to the right a radius of 40.00 feet and a distance of 24.80 feet, the chord of which bears South 10°57'36" West 24.41 feet; thence South 35°07'26" West 63.74 feet; thence along a curve to the left a radius of 270.00 feet a distance of 51.07 feet, the chord of which bears South 29°42'20" West 50.99 feet; thence North 81°31'08" West 37.21 feet; thence North 04°00'10" East 181.84 feet; thence North 18.50 feet; thence East 69.96 feet; thence South 25°34'51" East 93.09 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following described parcel of land:

Commencing North 1138.7 feet and West 625.7 feet from the East Quarter Corner of Section 8, Township 5 South, Range 1 East, Salt Lake Base and Meridian; which point is on the West right-of-way line of the Utah State Road I-15; thence South 48°27'50" East 342.13 feet along said right-of-way; thence continuing along said right-of-way South 48°27'46" East 123.67 feet, more or less, to the North corner of the property of CAR-MEL Properties, L.C. as described in a Warranty Deed recorded October 10, 2002, as Entry No. 119879:2002; thence along the Northwesterly boundary of the CAR-MEL Properties, L.C. South 44°21'56" West 120.42 feet; thence South 14°52'24" West 127.38 feet; thence South 25°22'57" West 82.40 feet; thence South 08°22'04" West 34.07 feet, more or less, to the North line of the Union Pacific Railroad right-of-way; thence along said railroad right-of-way North 52°07'47" West 702.15 feet; thence North 04°10' East 65.4 feet; thence East 78.3 feet, more or less, to the Southwest corner of the land of La Rae Lindsay described in a Warranty Deed recorded March 22, 2004, as Entry No. 31610:2004; thence along the boundary line of the said Lindsay property South 81°31'08" East 37.21 feet; thence along a curve to the right having a radius of 270.00 feet a distance of 51.07 feet; the chord of which bears North 29°42'20" East 50.99 feet; thence North 35°07'26" East 63.74 feet; thence along a curve to the left having a radius of 40.00 feet a distance of 24.80 feet, the chord of which bears North 10°57'36" East 24.41 feet; thence North 87°06'58" East 19.50 feet; thence North 84°02'27" East 154.30 feet; thence South 60°24'38" East 3.92 feet, more or less, to the point of beginning.

ALSO:

Commencing North 1154.88 feet and East 4536.96 feet from the West 1/4 corner of Section 8, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 25°35'50" West 89.73 feet; thence South 88°51'32" East 5.85 feet; thence South 24°31'55" East 88.39 feet; thence South 84°02'27" West 3.8 feet to the point of beginning.