

Transaction No. ZFN-3300011

WHEN RECORDED, RETURN TO:

Zions Bancorporation, N.A.
dba Zions First National Bank
Enterprise Loan Operations-UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT AND CONSENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND CONSENT (the "Agreement") is entered into this 24 day of June, 2021, by and between the undersigned **Lehi Block Office 1 Solar, L.C.**, a Utah limited liability company ("Tenant"), whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, **Lehi Block Office 1, L.C.**, a Utah limited liability company, and **Gardner Lehi Block Office 1, L.C.**, a Utah limited liability company (collectively, "Borrower"), whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, **KCG Solar 20, L.C.**, a Utah limited liability company ("KCG Solar"), whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, **Zions Bancorporation, N.A.**, dba Zions First National Bank ("Zions Bank"), whose address is One South Main Street, Suite 470, Salt Lake City, Utah 84133, and **Wells Fargo Bank, National Association** ("Lender"), whose address is 299 South Main Street, 6th Floor, Salt Lake City, Utah 84111.

RECITALS

A. Tenant is the "Owner" and Borrower is the "Operator" under that certain Solar Energy Lease and Operating Leaseback Agreement dated February 1, 2020, which together with any and all modifications and amendments thereto, which is attached hereto as Exhibit A (collectively the "Lease").

B. In addition, Borrower has received a loan in the amount of Forty Million Three Hundred Thousand Dollars (\$40,300,000.00) (the "Loan") from Lender, which Loan is secured by that certain Leasehold and Fee Construction Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (as the same may be amended, modified, supplemented, or replaced from time to time, the "Deed of Trust") dated as of April 16, 2020, and recorded in the Utah County Recorder's Office, State of Utah on April 17, 2020, as Entry Number 50508:2020, covering the property (the "Property") described on Exhibit B attached hereto and by this reference made a part hereof. The premises covered by the Lease are located within the Property.

45.703.0001 $\frac{1}{2}$ 45.703.0002

C. Zions Bank has agreed to extend a loan in the amount of Five Hundred Fifty-Seven Thousand Dollars (\$557,000.00) (“Zions Bank Loan”) to KCG Solar. Tenant is a “Borrower Affiliate” of KCG Solar, as defined in the Zions Bank Loan documents, under common management and control with KCG Solar, and will receive a portion of the proceeds of the Zions Bank Loan, as allocated on Exhibit C attached hereto and by this reference made a part hereof, to purchase or to be reimbursed for the purchase of Solar Equipment as such term is defined in the Lease.

D. Zions Bank requires, as conditions to extending the Loan to KCG Solar, that (i) Tenant grant Zions Bank a first lien priority security interest in the Solar Equipment (the “Zions Bank Lien”) pursuant to the terms of this Agreement, (ii) Lender consent to the terms of the Lease, including, without limitation, the Lease provisions allowing Tenant to install the Solar Equipment on the Property as set forth in the Lease, and (iii) that Tenant enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender hereby agree as follows:

1. The Lease and the encumbrance thereof are and shall at all times continue to be subject and subordinate in all respects to the lien of the Deed of Trust and all provisions thereof and all rights, privileges and provisions in favor of Lender thereunder, and Tenant further waives all rights and claims to assert that the Lease or any provision thereof is superior to the lien or to any other provision of the Deed of Trust.

2. So long as Tenant is not in breach or default (beyond any period in the Lease given to Tenant to cure such breach or default) in the payment of rent or additional sums or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant’s part to be performed, Tenant’s use, occupancy, and possession under the Lease and Tenant’s rights and privileges thereunder, or under any extensions, renewals, or expansions thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender acting pursuant to the Deed of Trust, and Tenant’s use, occupancy, and possession shall not be disturbed by Lender during the term of the Lease or any such extensions, renewals, or expansions thereof in accordance with any extension or renewal options contained in the Lease.

3. If the interests of Borrower in the Property or the Lease shall be acquired by Lender by foreclosure, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interests of Borrower under the Lease, then provided that and so long as Tenant is not in default in the payment of any sums due from Tenant under the Lease or in the performance of any other obligation of Tenant under the Lease (beyond any period in the Lease given to Tenant to cure such breach or default), the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated, diminished, interfered with or disturbed except in accordance with the terms of the Lease, and except that Tenant shall be

bound to Lender and Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions, renewals, or expansions thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the original lessor under the Lease, and Tenant does hereby attorn to Lender as its lessor, said attornment to be effective and self operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Borrower under the Lease; provided, however, that unless otherwise required by applicable law, Tenant shall be under no obligation to pay rent to Lender by virtue of this Agreement until Tenant receives written notice from Lender that Lender has succeeded to the interests of Borrower under the Lease or exercised its assignment of rents and Lender has otherwise complied with the Utah Uniform Assignment of Rents Act, as amended.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Borrower under the Lease, have the same remedies against Lender for the breach or default by Lender of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower for Borrower's breach or default; provided, however, that Lender shall not be:

(a) liable for any act or omission of any prior or succeeding landlord (including Borrower);

(b) liable for the return of any security deposit unless actually received by Lender;

(c) subject to any offsets or defenses which Tenant might have against any prior or succeeding landlord (including Borrower);

(d) bound by any rent or additional sums which Tenant might have paid for more than one month in advance to any prior or succeeding landlord (including Borrower);

(e) liable for any construction obligation or tenant improvement allowance obligation of any prior landlord (including Borrower);

(f) liable for any breach of representation or warranty of any prior landlord (including Borrower); or

(g) except the assignments or transfers expressly permitted under the Lease without the landlord's consent, approval or agreement, bound by any agreement, amendment or modification of the Lease or any cancellation or termination of the Lease by any prior landlord (including Borrower), made without Lender's prior written consent.

5. If Lender shall acquire Borrower's interest in the Property and/or the Lease by foreclosure, by deed in lieu of foreclosure or by any other method, or if Zions Bank seeks to

foreclose or enforce its security interest in the Solar Equipment or repossess or remove the Solar Equipment from the Property under the Zions Bank Lien, then Lender shall have the right, at its option in its sole discretion, to elect to pay to Zions Bank the Release Price of Two Hundred Thirty-Six Thousand Dollars (\$236,000.00) as required under the Term Loan Agreement between Zions Bank and KCG Solar regarding the Zions Bank Loan. If Lender pays the Release Price for the Solar Equipment to Zions Bank, then Zions Bank shall assign all its right, title and interest in the Zions Bank Lien, the Security Agreement and Assignment of Lease between Tenant and Zions Bank, any UCC Financing Statements and its security interest in the Solar Equipment installed on the Property to Lender. Further, if Lender pays the Release Price to Zions Bank for the Solar Equipment installed on the Property, then such Release Price shall be deemed a protective advance paid by Lender for all purposes under the Deed of Trust or any other loan document signed by Borrower in favor of Lender in connection with the Loan, and shall be added to the outstanding principal balance of the Loan.

6. Tenant from and after the date hereof shall send a copy of any notice or statement of a breach or default (including matters which, but for the passage of time, the giving of notice, or both, would be a breach or default) under the Lease or any notices or statement of any intention to cancel or terminate the Lease by certified mail, return receipt requested to Lender at the address shown above at the same time such notice or statement is sent to Borrower. Tenant further agrees that, in the event of any act or omission by Borrower or other occurrence which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction (either actual or constructive), or in the event of any other breach or default by Borrower under the terms of the Lease, promptly after learning of the occurrence, Tenant shall so notify Lender by certified mail, return receipt requested, at the address above.

7. Lender shall have the option, within thirty (30) days of the later of (i) its receipt of notice pursuant to Section 6 above and (ii) the expiration of any cure period granted Borrower under the Lease with respect to such default, plus up to an additional one hundred twenty (120) days if Lender commences such cure within such thirty day period and continues such cure with reasonable diligence, to cure any such act, omission, breach, or default of Borrower described in paragraph 6, including if necessary, the commencement and prosecution of foreclosure proceedings, and Tenant agrees to accept the performance of Lender in lieu of the performance of Borrower and that the Lease shall thereby remain in full force and effect. Tenant shall not exercise any right to terminate the Lease for default or breach of the Lease or act or omission by Borrower in connection with the Lease, unless and until Tenant has notified Lender as provided in paragraph 6 hereof and until the time for Lender to commence and complete such cure has elapsed; provided, however, Tenant may exercise all remedies permitted under the Lease other than termination of the Lease or abatement/reduction of the rent after Tenant has provided the notice required by paragraph 6.

8. Tenant hereby agrees that for so long as the Deed of Trust encumbers or is a lien on the Property, or any portion thereof, and thereafter, should Lender acquire the Property, or any portion thereof, no covenant, agreement or other obligation of Borrower which is to be performed or complied with beyond the boundaries of the Property and no act or omission or

occurrence which occurs beyond the boundaries of the Property (including, without limitation, any restrictions prohibiting Borrower's or its affiliates or other related persons or entities from competing, operating or leasing in competition with Tenant or to cause or restrict certain actions or activities on other property not encumbered by the Deed of Trust) shall be a breach or default under the Lease nor permit Tenant to cancel or terminate the Lease or abate or reduce any rent or other sums, unless Lender owns the property beyond the boundaries of the Property that is subject to the covenant, agreement or obligation. Nothing in this paragraph 8 shall prevent Tenant from seeking or obtaining a restraining order or injunction against such breach, default, act, omission or occurrence or from obtaining a monetary judgment against Borrower or any successor landlord other than Lender for any such breach, default, act, omission or occurrence.

9. In the event the Lender becomes the owner of the Property or any portion thereof and the Deed of Trust is still a lien on the Property (i.e., the Deed of Trust has not been repaid in full at or prior to the Lender's acquisition of the Property), there shall be no merger of the leasehold interest and the fee interest and the Lease shall remain in existence and, without limiting the foregoing, Lender shall be permitted to collect rent thereunder if a breach or default occurs under the Deed of Trust or any indebtedness secured thereby or any assignment of leases and/or rents by and/or executed in connection with any of the preceding. Nothing in this Agreement shall be construed to permit a transfer of Tenant's interest not permitted by the Lease.

10. This Agreement may not be amended or modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns including, any applicable, heirs, administrators, legal representatives and executors.

11. Tenant agrees that it will not, without the written consent of Lender, pay rent or any other sums becoming due under the Lease more than one (1) month in advance.

12. Tenant agrees that the Deed of Trust and the indebtedness secured thereby may be increased, rearranged, renewed, extended, consolidated and modified from time to time by agreement between Borrower and Lender, and Lender may exercise any one or more of its rights under the Deed of Trust from time to time at Lender's discretion, all without notice to or consent of Tenant, and this Agreement shall continue in full force and effect as to all such renewals, extensions, increases, rearrangements, consolidations and modifications and all such exercises of rights.

13. Except as otherwise described on Exhibit A, the Lease has not been amended or modified and is in full force and effect as originally executed, and there are no side letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements or otherwise.

14. To Tenant's knowledge, neither Borrower nor Tenant is in breach or default under any provision of the Lease nor is Tenant aware of any act, omission or occurrence which, but for the passage of time, the giving of notice, or both, which would constitute a breach or default or

would permit the Tenant to terminate the Lease or reduce or abate any rent thereunder. To Tenant's knowledge, Borrower has complied fully and completely with all of Borrower's covenants, warranties and other obligations under the Lease to the date hereof. As of the date hereof, Tenant is fully obligated to pay the rent and other sums as and when due from Tenant under the Lease, subject to rent abatement rights as specified in the Lease, and is fully obligated to perform and is performing all of the obligations of Tenant under the Lease, without right of counterclaim, offset or other defense.

15. Lender hereby consents to (i) the Zions Bank Lien encumbering and attaching only to the Solar Equipment installed on the Property, and (ii) the terms of the Lease, including, without limitation, the Lease provisions allowing Tenant to install the Solar Equipment on the Property. With specific reference only to and regarding the Solar Equipment encumbered and attached by the Zions Bank Lien, Lender agrees the Zions Bank Lien is and shall at all times continue to be senior in all respects to the lien of the Deed of Trust in and with regard only to the Solar Equipment encumbered and attached by the Zions Bank Lien; provided, however, that the parties further acknowledge and agree that the lien of the Deed of Trust in the Property shall not be subordinate to the Zions Bank Lien in any other manner whatsoever except as specifically and expressly provided herein with regard only to the Solar Equipment. Subject to Lender's rights as provided in paragraph 5 above, if Zions Bank forecloses the Zions Bank Lien, Lender consents to Zions Bank or its agents entering the Property to take possession of and remove the Solar Equipment in a commercially reasonable manner at Zions Bank's sole cost and expense. Zions Bank, at its sole cost and expense, shall repair and pay for any damage to the Property caused by such removal, and shall restore the Property to the same or better condition existing prior to installation of the Solar Equipment.

16. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others.

17. This Agreement may not be waived, amended or modified except by subsequent written agreement signed by the party to be bound.

18. The words "breach" and "default" are used interchangeably in this Agreement for convenience of drafting and there is no distinction between the meanings of either word.

19. This Agreement satisfies Borrower's obligation, if any, to provide a subordination, non-disturbance and attornment agreement, or similar document, pursuant to the Lease.

20. This Agreement may be executed in multiple counterparts, each of which shall be an original instrument and which, taken together, constitutes one and the same agreement.

21. This Agreement shall be governed by the laws of the State of Utah.

22. Tenant and Lender irrevocably (i) submit to the jurisdiction of: (1) any state or federal court sitting in the State of Utah; (2) any state court sitting in the county of the state

where the Property is located, and (ii) consents to service of process by any means authorized by the law of the state where the Property is located or federal law. Tenant and Lender irrevocably waive, to the fullest extent permitted by law, any objection that Tenant and Lender may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

23. All Recitals and Exhibits to this Agreement are a part of this Agreement. This Agreement, together with the Recitals set forth above and the Exhibits referenced herein and attached hereto are hereby incorporated into this Agreement in full by this reference, and comprise the entire agreement among the parties and supersede all prior memoranda, correspondence, conversations and negotiations.

24. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. For the avoidance of doubt, the term "Lender" as used herein shall refer to Lender or any other purchaser of the Property that becomes the owner of the Property by reason of the foreclosure of the Deed of Trust or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Deed of Trust.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

BORROWER

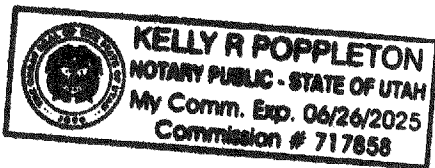
GARDNER LEHI BLOCK OFFICE 1, L.C.,
a Utah limited liability company


By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager of Gardner Lehi Block Office 1, L.C.

By: 
Name: Christian Gardner
Title: Manager of KC Gardner Company, L.C.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of June, 2021, by CHRISTIAN GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of Gardner Lehi Block Office 1, L.C., a Utah limited liability company

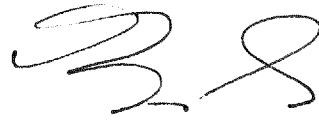



NOTARY PUBLIC
Residing at: DAVIS COUNTY

BORROWER

LEHI BLOCK OFFICE 1, L.C.,
a Utah limited liability company

By: The Boyer Company, L.C.,
a Utah limited liability company,
Manager of Lehi Block Office 1, L.C.



By: _____
Name: Brian Goehner
Title: Manager of The Boyer Company, L.C.

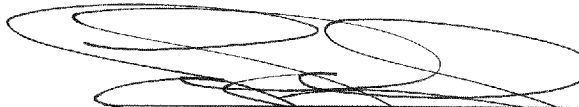
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2021, by Brian Goehner, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Lehi Block Office 1, L.C., a Utah limited liability company





NOTARY PUBLIC
Residing at: Midvale, UT

KCG SOLAR

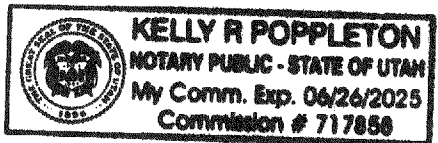
KCG SOLAR 20, L.C.,
a Utah limited liability company

By: KC Gardner Company, L.C.,
a Utah limited liability company,
Manager of KCG Solar 20, L.C.

By: 
Name: Christian Gardner
Title: Manager of KC Gardner Company, L.C.

STATE OF UTAH)
)
) : ss.
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of June, 2021, by CHRISTIAN GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, Manager of KCG Solar 19, L.C., a Utah limited liability company.



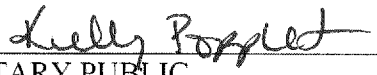

NOTARY PUBLIC
Residing at: DAVIS COUNTY

EXHIBIT A

SOLAR ENERGY LEASE AND OPERATING LEASEBACK AGREEMENT

(See Attached)

SOLAR ENERGY
LEASE AND OPERATING LEASEBACK AGREEMENT
BY AND BETWEEN
LEHI BLOCK OFFICE 1 SOLAR, L.C.
AS OWNER,
AND
LEHI BLOCK OFFICE 1, L.C. and GARDNER LEHI BLOCK OFFICE 1, L.C.
AS OPERATOR
DATED
February 1, 2020

SOLAR ENERGY LEASE AND OPERATING LEASEBACK AGREEMENT

THIS SOLAR ENERGY LEASE AND OPERATING LEASEBACK AGREEMENT ("Agreement"), is made and entered into as of the 1st day of February, 2020 between LEHI BLOCK OFFICE 1 SOLAR, L.C., a Utah limited liability company ("Owner") and LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company, and GARDNER LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company (collectively "Operator") for certain leased premises (the "Premises") which are part of the real property constituting a commercial building and related improvements in Lehi, Utah (the "Building").

RECITALS

- A. Operator owns, manages or controls the Premises and the Building.
- B. Owner desires to: (i) install and own certain solar photovoltaic generation equipment, including panels, wiring, cabling and other accessories used therewith as described in Appendix 2-A ("Solar Equipment") on the portions of the rooftop of the Building as specified in Appendix 2-B ("Rooftop").
- C. Owner and Operator desire to enter into a lease agreement ("Lease") pursuant to which Owner will install and own Solar Equipment on the Rooftop.
- D. Owner and Operator desire to enter into an operating leaseback ("Operating Leaseback") pursuant to which Operator will manage, operate, and control Solar Equipment installed by Owner on the Rooftop, with all of the solar energy generated by such Solar Equipment to be used solely by tenants, members of an association of unit owners, affiliates, or users located in the Building or on the Premises, as the case may be.
- E. Owner and Operator desire to enter into this Agreement on the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

I. LEASE TO OWNER

1.1 LEASE. Subject to the terms and conditions contained in this Agreement, Operator hereby grants to Owner, and Owner hereby accepts, at Owner's sole cost and expense, a non-exclusive right and lease to access and use the Rooftop for the installation, at Owner's sole cost and expense, of the Solar Equipment. Throughout the Term of the Lease, Operator grants Owner a non-exclusive easement through the Building, including elevators, stairways or other access points of egress and ingress, for purposes of accessing the Rooftop and the Solar Equipment for purposes described herein; provided, however, that such rights of ingress and egress will be consistent with the terms and conditions of this Agreement and rules and regulations reasonably promulgated from time to time by Operator. Owner acknowledges that it has inspected the Rooftop, that Operator has made no representations or warranties respecting the condition thereof or otherwise or its suitability for the Solar Equipment, and that, except as may be expressly

provided to the contrary in this Agreement, Operator has no obligation or duty to make any alterations, improvements, or repairs in and to the Rooftop to make same ready for Owner's use and occupancy of the Rooftop for the Solar Equipment. Owner takes and accepts the Rooftop in its present "as is" condition.

1.2 LEASE TERM. The Lease to Owner will commence on the Effective Date and will terminate on that date that is twenty-one (21) years from the Effective Date (the "Term"). Upon termination of the Lease, Owner will, at its own cost, expense and risk, remove all Solar Equipment from the Rooftop and repair any damage to the Rooftop or the Building caused thereby. At the end of the Term, Owner will surrender the portions of the Rooftop that is subject to this Agreement to Operator in good condition and repair (subject to ordinary wear and tear). If Owner is in default under this Agreement, then Operator can prohibit the removal of any of the Solar Equipment, in its discretion, until the default is cured.

1.3 LEASE FEES. Owner agrees to pay Operator a fee for this Lease, without notice, setoff or demand, in the amounts specified in Appendix 1 (the "Lease Fee"). Such payments will be due on the first day of each calendar year of the Term of the Lease and will be made by United States Mail, postage prepaid or by wire transfer, as directed by Operator.

II. OPERATING LEASEBACK TO OPERATOR

2.1 OPERATING LEASEBACK. Subject to the terms and conditions contained in this Agreement, Owner hereby grants to Operator, and Operator hereby accepts, an exclusive right to operate, manage, and control the Solar Equipment installed by Owner on the Rooftop, and to provide all of the solar energy generated by such Solar Equipment to tenants, members of an association of unit owners, affiliates, or users located in the Building or on the Premises, as the case may be.

2.2 OPERATING LEASE TERM. The term of the Operating Leaseback to Operator will be coterminous with the Term of the Lease.

2.3 OPERATING LEASEBACK FEE. Operator agrees to pay Owner a fee for this Operating Leaseback, without notice, setoff or demand, in the amounts specified in Appendix 1 (the "Operating Leaseback Fee"). Such payments will be due on the first day of each calendar month of the Term of the Operating Lease and will be made by United States Mail, postage prepaid to the address of Owner set forth in this Agreement or by wire transfer as directed by Owner.

III. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1 RIGHT TO INSTALL AND OPERATE. Owner shall have the sole and exclusive right to install Solar Equipment on the Rooftop, as described and in the location(s) specified in Appendix 2. Operator will have the sole and exclusive right and obligation to continuously operate, manage and control the Solar Equipment and to continuously supply solar energy produced by the same to tenants, members of an association of unit owners, affiliates, or users located in the Building or on the Premises. Absent the advance written agreement of both parties, during the Term neither party will construct, build or locate, or allow others to construct, build, or locate, any equipment (solar or otherwise) that would unreasonably interfere with the Solar Equipment, or otherwise engage in, or allow others to engage in, any activity that might

unreasonably impede the Solar Equipment's access to the sun or materially decrease the output or efficiency of the Solar Equipment. Notwithstanding the foregoing, Operator, at Operator's sole cost and expense and with the prior written consent of Owner (which shall not be unreasonably withheld), may cause Owner to move or relocate Solar Equipment to accommodate any incidental improvements Operator is required to construct on the Rooftop, but only if the relocation does not materially impair the performance of, or the cost of removing, the Solar Equipment.

3.2 PLANS, SPECIFICATIONS AND INSTALLATION. Owner, at Owner's sole expense, will design, procure and install the Solar Equipment in accordance with its plans and specifications, which plans and specifications will be shared with Operator. Owner is responsible for all costs associated with the Lease, including the costs of installing the Solar Equipment.

3.3 USE AND MAINTENANCE. Owner shall be responsible for all costs associated with the Operating Lease throughout the Term, including operating and maintenance costs and insurance costs for the Solar Equipment, which costs shall be borne by Owner. Operator shall send invoices to Owner for reasonable operating and maintenance costs and/or insurance costs incurred by Operator in connection with the Solar Equipment, and Owner shall reimburse Operator for such costs within thirty (30) days. Each party agrees not to keep or store environmentally hazardous materials in or around the Rooftop and Owner agrees that no such materials will be used in or on any of the Solar Equipment installed by Owner. Operator will not permit unauthorized persons with insufficient expertise or experience to access the Rooftop space specified in Appendix 2 where the Solar Equipment will be installed ("Equipment Space"), or to maintain or operate the Solar Equipment. Both parties understand and agree that the Equipment Space on the Rooftop must at all times be kept locked and secure and that interruptions in utility services and power surges are not uncommon.

3.4 SITE TECHNICAL STANDARDS. Owner agrees that the installation of the Solar Equipment must at all times comply with such technical standards for the Rooftop as may from time to time be established by Operator in its reasonable discretion, including, without limitation, technical standards relating to structural engineering, and city construction permits (the "Site Technical Standards").

3.5 REMOVAL OF SOLAR EQUIPMENT. Owner will remove the Solar Equipment within sixty (60) days after the end of the Term or other termination of the Lease and repair any damage to the Building's Rooftop caused thereby, excluding ordinary wear and tear. Without affecting any of Owner's obligations hereunder, Operator may prevent Owner from removing Solar Equipment, as applicable, from the Rooftop if Owner is then in default under this Agreement.

IV. GENERAL COVENANTS AND AGREEMENTS

4.1 USE OF ELECTRICAL SERVICES BY OPERATOR. Operator will be responsible to arrange to furnish Operator with electrical equipment and supplies to provide sufficient power for the Solar Equipment and to interconnect the Solar Equipment to facilities of the applicable electric utility provider; provided, however, that Owner will be responsible for (i) the cost of installing any such equipment, (ii) the cost of the installation of any separate meters required by Owner or applicable codes or tariffs, and (iii) any interconnection costs and other amounts charged by the applicable electric utility provider. Temporary interruption in the power provided by such equipment will not render either party liable in any respect for damages to either

person or property nor relieve either party from fulfillment of any covenant or agreement hereof. If any of Solar Equipment fails because of a loss of electrical power, Operator will use reasonable diligence to restore electrical power promptly, but neither party will have a claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.

4.2 LAWS AND REGULATIONS. Owner and Operator agree to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction with respect to the Solar Equipment, this Agreement, the Premises or the Building. Owner warrants that installation, and Operator warrants that operation and maintenance, of the Solar Equipment and Solar Canopies will comply with applicable manufacturers' specifications and federal, state and local codes, rules and regulations, whether now or hereafter existing, and that ownership, operation and maintenance of the equipment will comply with all contractual obligations to which Owner or Operator is bound, as applicable. Each party agrees to comply with rules and regulations of the Building as reasonably adopted or altered by Operator from time to time, and to cause its agents, employees, invitees and visitors to comply with the same.

4.3 ASSIGNMENT, SUBLETTING AND TRANSFERS. Either party may assign its rights and obligation under this Agreement to (a) any corporation, company or other entity which is controlled by, or is under common control with, such party, (b) any partnership in which such party has a controlling interest, (c) any entity which has purchased all or substantially all the assets of such party or the Solar Equipment, or (d) as security for financing purposes. Otherwise, a party may assign its rights or obligations under this Agreement only with the prior written consent of the other party, which consent will not be unreasonably withheld.

4.4 INSURANCE. Prior to the commencement of and during construction work in, on, or about the Building or the Rooftop in connection with installation of the Solar Equipment and following completion of construction of the Solar Equipment during the remainder of the Term, Owner will obtain and maintain, at its own expense, insurance coverages on and relating to the Solar Equipment with such coverages and policy limits as are specified in Appendix 3, as applicable. All such policies shall include endorsements as Additional Named Insureds of Operator and its partners, directors, members, officers, agents and representatives, and affiliates as designated from time-to-time by Operator, and shall require at least thirty (30) days prior notice of cancellation to each certificate holder.

4.5 CASUALTY DAMAGE. If the Solar Equipment or any part of it is damaged by fire or other casualty, Operator will give prompt written notice thereof to Owner. If the Building is damaged such that alteration or reconstruction of the Building, in Operator's reasonable opinion, is required (whether or not any equipment or property of Owner will have been damaged by such casualty) or in the event any mortgagee or lien holder of Operator or the Premises should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the secured debt, or in the event of any material uninsured loss to the Building, Operator may, at its option, terminate this Agreement by notifying Owner in writing of such termination within ninety (90) days after the date of such casualty. If Operator does not elect to terminate this Agreement, Operator will commence and proceed with reasonable diligence to restore the Building and Owner will commence and proceed with reasonable diligence to restore the Solar Equipment in accordance with the terms of this Agreement; provided that a party's obligation to restore will not require such party to spend for such work an amount in excess of the amount of insurance required hereunder for such casualty.

4.6 **CONDEMNATION.** If the whole or substantially the whole of the Building should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or be sold in lieu of condemnation, then this Agreement will terminate as of the date when physical possession of the Building is taken by the condemning authority. If less than the whole or substantially the whole of the Building is thus taken or sold, Operator (whether or not Owner's equipment or property are affected thereby) may terminate this Agreement by giving written notice thereof to Operator; in which event this Agreement will terminate as of the date when physical possession of such portion of the Building is taken by the condemning authority. If less than the whole of the Building is taken and the portion so taken materially interferes or prohibits Operator from providing its services, then Operator may terminate this Agreement upon notice to Owner. If this Agreement is not so terminated upon any such taking or sale, Operator will, to the extent reasonably feasible, restore the Building to substantially its former condition, but such work will not exceed the scope of the work done in originally constructing the Building and installing shell improvements in the Building, nor will Operator be required to spend for such work an amount in excess of the amount received by Operator or Owner, as applicable, as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property or Building will belong to Operator, and Owner will not be entitled to and expressly waives all claims to any such compensation, except to the extent amounts awarded expressly include compensation to Owner for the Solar Equipment.

4.7 EVENTS OF DEFAULT/REMEDIES.

4.7.1 Each of the following events will be a default before passage of any applicable cure period and an event of default thereafter: (i) a party fails to pay any fees or other sums of money when due hereunder and such failure continues for a period of ten (10) business days after receipt of written notice from the other party of such failure; (ii) a party fails to comply with its respective obligations under any provision of this Agreement, and such failure continues for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, provided, however, if such condition cannot reasonably be cured within such thirty (30) day period, it instead will be an event of default if the defaulting party fails to commence to cure such condition within such thirty (30) day period and/or thereafter fails to prosecute such action diligently and continuously to completion within ninety (90) days of the date of the notice of default; (iii) a party ceases to do business or abandons any rights granted under this Agreement; (iv) a party becomes insolvent or unable to pay its debts as they become due, or notifies the other party that it anticipates either condition; (v) a party takes any action, or notifies the other party that it intends, to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or (vi) a receiver or trustee is appointed for a party or for its interest under this Agreement.

4.7.2 Upon the occurrence of any event of default, the non-defaulting party will have the option to pursue any remedies available to it at law or in equity. A party's remedies may include, but are not necessarily limited to, as applicable: (i) terminate this Agreement; (ii) take possession of the Solar Equipment; (ii) terminate electrical power to the Solar Equipment; and (iv) exercise any remedies available to a party at law or in equity, including, without limitation, injunctive relief and termination rights.

4.8 SUBORDINATION TO MORTGAGE. Each party acknowledges that this Agreement is subject and subordinate to any mortgage, deed of trust or other lien currently existing or hereafter arising upon the Building and/or the Premises, and to any renewals, modifications,

consolidations, refinancing, and extensions thereof; provided, however, that Operator shall deliver a customary subordination and non-disturbance agreement (“SNDA”) to Owner. Subject to the foregoing sentence, Operator is hereby irrevocably vested with full power and authority to subordinate this Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Building or the Premises, and Owner agrees upon request to execute such further instruments as may be requested to subordinate this Agreement or to attorn to the holder of any such mortgage or lien. Subject to the terms of any SNDA, any mortgagee or holder of a deed of trust or lien on the Building or the Premises will have the right to terminate this Agreement upon foreclosure of such mortgagee or lienholder's interest. Owner agrees that it will from time to time upon request by Operator execute and deliver to such persons as Operator may request a statement in recordable form certifying, to the extent accurate, that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as so modified), stating the dates to which fees and other charges payable under this Agreement have paid, stating that Operator is not in default hereunder (or if Owner alleges a default stating the nature of such alleged default) and further stating such other matters as Operator may reasonably request.

V. MISCELLANEOUS

5.1 ATTORNEYS' FEES. In the event of a dispute hereunder, the non-prevailing party will pay the reasonable attorneys' fees and costs of the prevailing party.

5.2 NO IMPLIED WAIVER. The failure of either party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

5.3 PERSONAL LIABILITY. In no event will either party be liable to the other for (a) any loss or damage that may be occasioned by or through the acts or omissions of any third parties or (b) any consequential, special or incidental damages.

5.4 NOTICE. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement will be in writing, and will be mailed, postage pre-paid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, addressed as follows:

If to Owner to: LEHI BLOCK OFFICE 1 SOLAR, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111

If to Operator to: GARDNER LEHI BLOCK OFFICE 1, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111

Each notice, demand, request, or communication which is mailed or delivered in the manner described above will be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee first named above for each party (with the return receipt of verification of delivery being deemed conclusive evidence of such notice), or at such time as

delivery is refused by addressee upon presentation. Either party may designate by notice in writing a new address and/or individual to which any notice, demand, request or communication made thereafter will be so given, served or sent.

5.5 SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

5.6 GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto will be interpreted, construed, and enforced in accordance with the laws of the State of Utah.

5.7 COMMISSIONS. Each party hereby indemnifies and holds the other party harmless from and against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of such party's execution and/or renewal of this Agreement.

5.8 TAXES. Owner will be responsible for collecting and remitting all applicable federal, state and local taxes attributable to the ownership and operation of Solar Equipment installed pursuant to this Agreement. Operator will not be responsible for any taxes imposed on the income of the Owner derived from the Solar Equipment.

5.9 REGULATORY AUTHORITY. Owner will secure any permits, regulatory approvals or authorizations required now or in the future from federal, state and local governments ("Permits") for the construction and installation of the Solar Equipment, and Operator will secure any Permits required for the operation and maintenance of the Solar Equipment and the supply of solar energy therefrom to tenants, members of an association of unit owners, affiliates, or users located in the Building or on the Premises. Each party will promptly inform the other party of any legal or regulatory development of which such party becomes aware that would prohibit or render all or any portion of this Agreement unfeasible or of the revocation of or failure to obtain any Permits.

5.10 INDEPENDENT CONTRACTOR. Each party will at all times act in its own capacity and right as an independent contractor. Neither party shall have any right to make purchases for, or to obligate the other party to expend any funds or to perform any obligations other than as provided in this Agreement or as may be authorized in writing by the other party. Each party agrees that it and any of its employees or agents will at all times represent itself or themselves as representatives of such party and not the other party.

5.11 FORCE MAJEURE. If the performance by a party to this Agreement of any nonmonetary obligation hereunder is interfered with by reason of any circumstances without the fault or negligence, or beyond the reasonable control, of either party, including fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies, any law, order, regulation, ordinance, requirement, acts of, or failures to act by, any government or any legal body or representative of any such government, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, embargo, delay of a common carrier, or other cause beyond such party's control, then the party affected will be excused from such performance on a day-to-day basis to the extent of such interference (and the other party will likewise be excused

from performance of its obligations on a day-to-day basis to the extent such other party's obligations relate to the performance so interfered with), provided that the affected party will use reasonable efforts to remove such causes of non-performance.

5.12 OWNERSHIP AND OPERATION OF SOLAR EQUIPMENT. Neither Operator nor any owner of the Building or the Premises will have any ownership or other interest in any Solar Equipment installed on the Rooftop, as applicable. The manner of operation of the Solar Equipment, including but not limited to decisions on when to conduct maintenance, is within the discretion of Operator.

5.13 AUTHORITY. Each party to this Agreement, and each person executing this Agreement on behalf of a party, hereby represents and warrants that it, he, or she has been duly authorized and has the full right, ability and authority (i) to execute this Agreement on behalf of such party, and (ii) to execute and deliver this Agreement to the other party and to perform its obligations hereunder.

5.14 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters specified herein, and there have been and are no other covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto, whether oral or in writing, other than those specifically set forth herein.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

OWNER:

LEHI BLOCK OFFICE 1 SOLAR, L.C., a Utah limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company,

DocuSigned by:
By:  _____
B042F7D811DD45A...
Name: Christian Gardner
Title: Manager

OPERATOR:

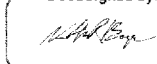
GARDNER LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company,

DocuSigned by:
By:  _____
B042F7D811DD45A...
Name: Christian Gardner
Title: Manager

LEHI BLOCK OFFICE 1, L.C., a Utah limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company,

DocuSigned by:
By:  _____
C051D9BC5D3C4D6...
Name: Nate Boyer
Title: Manager

Appendix 1**LEASE FEE**

Owner agrees to pay Operator a Lease fee in the amount of \$12 per year.

OPERATING LEASEBACK FEE

Operator agrees to pay Owner an Operating Leaseback Fee in the amount calculated each month by multiplying (a) each kilowatt hour of electric energy produced by the Solar Equipment for use on the Premises that month, as measured by the Solar Equipment submeter, by (b) \$0.067, escalating at the rate of three percent (3%) per annum at the beginning of each year beginning in 2022; provided, however, that the total Operating Leaseback Fee in any year may not exceed the difference between (i) the total amount that Operator would have paid to Lehi City Power Department for electric services to the Premises such year if the Solar Equipment had provided no power or energy to the Premises that year; less (ii) the total amount that Operator actually paid Lehi City Power Department that year for electric services to the Premises.

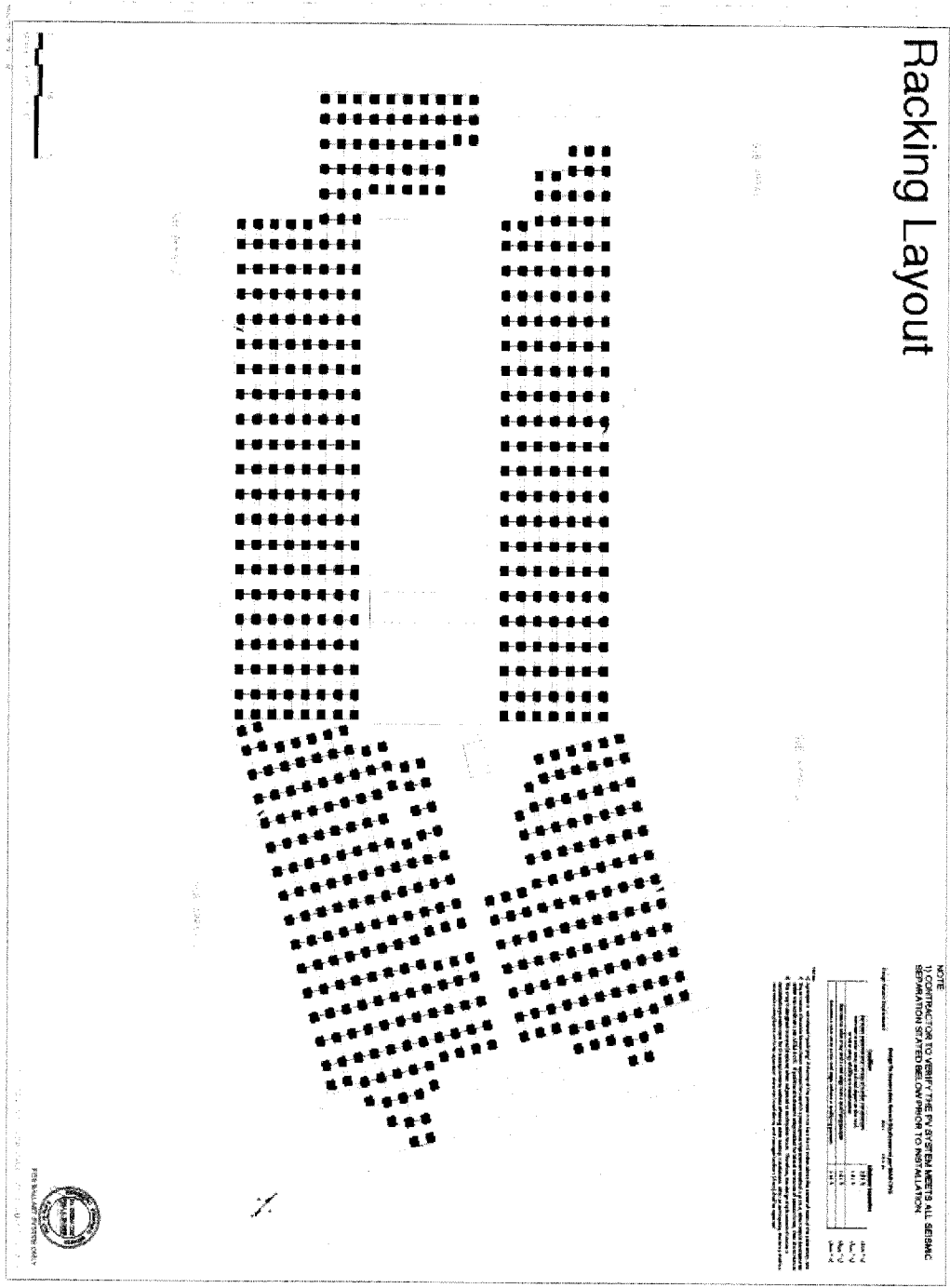
Appendix 2-A**SOLAR EQUIPMENT**

Solar equipment to be installed on rooftop inclusive of a non-penetrating (ballasted) rooftop solar racking system supporting photovoltaic (PV) modules with current inverters. All equipment manufacturers, number and ratings provided in below table.

| *Total No. Modules | Module Manufacturer(s) | *Inverter Manufacturer | Rooftop Racking Manufacturer | Total DC Rating | Total AC Rating |
|---------------------------|-------------------------------|-------------------------------|-------------------------------------|------------------------|------------------------|
| 532 | Trina | (2) SolarEdge 100 kW | Sollega | 202.160 kW | 200.00 kW |

Appendix 2-B

DEPICTION OF ROOFTOP



Sollega

110

Appendix 3

INSURANCE REQUIREMENTS

- Workers compensation insurance in accordance with the laws of the State of Utah
- Employer's liability insurance in an amount not less than \$500,000
- Commercial General Liability for bodily injury liability and property damage liability with limits of \$5,000,000 combined single limit each occurrence, and including but not limited to Comprehensive Form, Premises - Operation, Explosion Collapse, Underground Hazard, Products/Completed Operations Hazard (2 years extension beyond completion of the Project)
- Blanket Contractual Coverage (including coverage for the Indemnity Clauses provided under this contract)
- Broad form Property Damage, Independent Contractors, Personal Injury (employees exclusion deleted)
- Comprehensive Automobile Liability covering owned, hired and non-owned vehicles with limits of \$1,000,000 combined single limit each occurrence
- Excess liability (Umbrella) insurance with limits of \$2,000,000
- Builder's Risk insurance.

EXHIBIT B

REAL PROPERTY LEGAL DESCRIPTION

That certain real property situated in the County of Utah, State of Utah and described as follows:

PARCEL 1:

Lot 1, LEHI BLOCK PLAT "A", according to the official plat thereof, recorded March 12, 2020 as Entry No. 31840:2020 in the Utah County Recorder's office.

PARCEL 2:

Lot 2, LEHI BLOCK PLAT "A", according to the official plat thereof, recorded March 12, 2020 as Entry No. 31840:2020 in the Utah County Recorder's office.

APN: 45-703-0001 and 45-703-0002