

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC T7408-01V  
4101 Wiseman Blvd.  
Bldg. 108, Floor 1  
San Antonio, Texas 78251  
General Phone Number: 210.543.3015  
Attn: Loan Documentation

13647986  
4/29/2021 2:21:00 PM \$40.00  
Book - 11165 Pg - 9703-9708  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 6 P.

Tax ID 15-73-151-004

### NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of February 16, 2021, by and between BRIGHT COLLEGE, LLC ("Lessee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

#### RECITALS

A. Bank has extended credit or may hereafter extend credit to METRO BUSINESS FLEX 8, LLC ("Borrower") secured, in whole or in part, by a deed of trust dated as of March 2, 2017, and recorded on March 3, 2017, as Instrument (Serial) No. 12488180, in Book (Reel) 10535, at Page (Image) 690-707 of the Official Records of Salt Lake County, Utah, as modified (the "Deed of Trust"), covering that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Lessee has entered into, or intends to enter into, a lease (the "Lease") with METRO BUSINESS FLEX 8, LLC ("Lessor"), pursuant to which Lessee has leased, or will lease, all or a portion of the Property. In connection therewith, Lessee has requested that Bank enter into this Agreement, and Bank has agreed to do so with the understanding that the Deed of Trust will be and at all times remain a lien or charge on the Property prior and superior to the rights of Lessee under the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT. Lessee hereby covenants and agrees that, so long as the Deed of Trust remains in force and effect:

(a) Priority of Deed of Trust. The Deed of Trust and any and all extensions, renewals, modifications or replacements thereof shall be and at all times remain a lien or charge on the Property prior and superior to the Lease.

(b) No Modification, Termination or Cancellation. Lessee shall not consent to any modification, termination or cancellation of the Lease without Bank's prior written consent.

(c) Notice of Default. Lessee shall notify Bank in writing concurrently with any notice given to Lessor of any breach of or default by Lessor under the Lease. Lessee agrees that Bank shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below, and Lessee shall not declare a default of the Lease, as to Bank, if Bank cures such breach or default within thirty (30) days after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided however, that if such breach or default cannot with diligence be cured by

Bank within such thirty (30) day period, the commencement of action by Bank within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Bank pursues such cure with diligence.

(d) No Advance Rents. Lessee shall not make any payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease.

(e) Assignment of Rents. Upon receipt by Lessee of written notice from Bank that Bank has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed of Trust, and directing Lessee to make payment thereof to Bank, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor or Borrower is in default under any obligations to Bank.

2. ATTORNNMENT. If Bank or any other transferee acquires Lessor's right, title and interest in and to the Property pursuant to a judicial or non-judicial foreclosure of the Deed of Trust or a deed in lieu thereof or in any other manner whereby Bank or other transferee succeeds to the interest of Lessor under the Lease, Lessee agrees as follows for the benefit of Bank or such transferee:

(a) Payment of Rent. Lessee shall pay to Bank or such transferee all rental payments required to be made by Lessee pursuant to the terms of the Lease for the remaining term thereof.

(b) Continuation of Performance. Lessee shall be bound to Bank or such transferee in accordance with all of the terms of the Lease for the remaining term thereof, and Lessee hereby attorns to Bank or such transferee as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Bank or such transferee succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee.

(c) No Offset. Neither Bank nor such transferee shall be liable for, or subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor as the prior lessor under the Lease, or for the return of any sums which Lessee may have paid to Lessor as the prior lessor under the Lease as security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Bank or such transferee.

(d) Subsequent Transfer. If Bank or such transferee, by succeeding to Lessor's interest under the Lease, becomes obligated to perform the covenants of a lessor thereunder, then, upon any further transfer by Bank or such transferee of its interest as a lessor under the Lease, all of such obligations shall terminate as to Bank or such transferee.

3. NON-DISTURBANCE. In the event of a foreclosure of the Deed of Trust, or a transfer of the Property in lieu thereof or in any other manner whereby Bank or such transferee succeeds to the interest of Lessor under the Lease, so long as there shall then exist no breach, default or event of default by Lessee under the Lease, (a) the leasehold interest of Lessee shall not be extinguished or terminated by reason of such foreclosure, (b) the Lease shall continue in full force and effect, and (c) Bank and its successors-in-interest shall recognize and accept Lessee as the tenant under the Lease, subject to the terms and conditions of the Lease as modified by this Agreement.

#### 4. MISCELLANEOUS.

(a) Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Bank and Borrower, Lessor or any other person or entity.

(b) Costs, Expenses and Attorneys' Fees. If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking

damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Lessee, Lessor or any other person or entity.

(c) Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth below its signature, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.

(d) Further Assurances. At the request of any party hereto, each other party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the parties set forth herein.

(e) Borrower; Lessor. If Borrower and Lessor are the same, each reference in this Agreement to Borrower or Lessor shall be deemed a reference to said person or entity in its respective capacity.

(f) Successors, Assigns; Governing Law. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, legal representatives, successors, assigns and other transferees of the parties hereto, and shall be governed by and construed in accordance with the laws of the State of Utah.

(g) Conflicts. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall control.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

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

LESSEE:

BANK:

BRIGHT COLLEGE, LLC

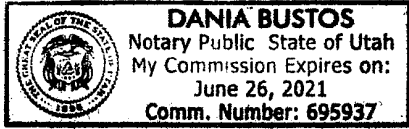
WELLS FARGO BANK,  
NATIONAL ASSOCIATION


By: \_\_\_\_\_  
Name: Asjad Kaleem Mohammed  
Title: CEO  
Address: 1290 W 2320 S suite D  
West Valley  
Utah 84119

By: Robert A. Lund  
ROBERT A. LUND,  
VICE PRESIDENT  
Address: MAC U1228-06K  
299 S Main St, 6<sup>th</sup> Floor  
Salt Lake City, Utah 84111

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March,  
2021 by Asjad K Mohammed, the CEO of  
Bright College LLC, a \_\_\_\_\_ limited liability company, on behalf of  
such limited liability company.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: June 26, 2021

STATE OF UTAH )  
COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2021 by Robert A. Lund, the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.

Jordanne Walker Kirk  
Notary Public  
My Commission Expires: 07/19/2024

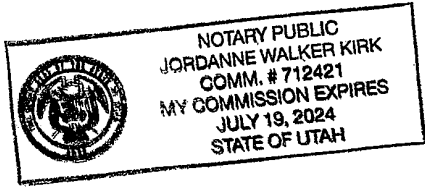


EXHIBIT A  
TO  
NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Legal Description of Property:

PARCEL K:

Beginning South 00 deg. 02'35" West 1,579.03 feet along the quarter section line and East 2,763.18 feet from the Northwest corner of the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 279.15 feet; thence South 234.29 feet to the Northerly right of way line of 2320 South Street; thence South 89 deg. 55'00" West 291 .59 feet along said Northerly right of way line of 2320 South Street; thence Westerly and Northerly 22.28 feet along the arc of a 28.00 foot non-tangent radius curve to the right (long chord bears North 22 deg. 52'39" West 21.70 feet); thence North 00 deg. 05'00" West 130.00 feet; thence Northeasterly 88.18 feet along the arc of a 179.87 foot radius curve to the right (long chord bears North 13 deg. 57'41" East 87.30 feet) to the point of beginning.

PARCEL K1:

Together with the Non-Exclusive Rights-of-Way and Easements created in that certain Declaration of Easement, Covenants and Restrictions (Metro Business Park-Phase II) recorded November 12, 1986 as Entry No. 4347986 in Book 5839 at Page 682 of official records, and in any amendments and/or supplements thereto.

Parcel No.: 15-23-151-004