

After recording, please return to:
PetSuites of America, LLC.
29229 Canwood Street, Suite 100
Agoura Hills, CA 91301
Attn: Eric Smith, General Counsel

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

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 15 day of December 2022, by and between PETSUITES OF AMERICA, LLC, a Kentucky limited liability company ("Tenant"), and HERITAGE BANK, a Kentucky banking corporation ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated December 15, 2022, ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the SALT LAKE County, UTAH.
2. Tenant and CAT HERRIMAN, LLC ("Landlord") have entered into that certain lease dated November 21, 2022 (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease Term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as

if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.
5. Tenant agrees that Landlord shall not be in default under the Lease unless written notice specifying such default is given to Mortgagee. Tenant agrees not to terminate the Lease until: (i) it has given written notice of any act, omission, or default of the Landlord to Mortgagee or its successors and assigns; and (ii) Mortgagee, or its successors or assigns, shall, within thirty (30) days of the receipt of such notice, have failed to cure or failed, with reasonable diligence, to commence, pursue or complete reasonable action to cure or remedy any act, omission or default of Landlord.
6. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall addressed as follows:

If to Mortgagee: Heritage Bank
 Burlington Office
 1818 Florence Pike, P.O. Box 357
 Burlington, KY 41005

If to Tenant: PetSuites of America, LLC.
29229 Canwood Street, Suite 100
Agoura Hills, CA 91301
ATTN: Eric Smith, General Counsel
Phone: (805) 777-7722

Date of Service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of UTAH and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

1. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
2. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
3. Capitalized terms not defined herein shall have the definitions given them in the Lease.
4. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than sixty (60) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: 12/22/2022

TENANT:

PETSUITES OF AMERICA, LLC, a Kentucky limited liability company



BY: _____

Eric A. Smith, General Counsel & Secretary

WITNESS:  . _____

NAME: MARIA ALPAY.

DATE: _____

MORTGAGEE:

HERITAGE BANK, a Kentucky banking corporation

<SEE COUNTERPART >

BY: _____

WITNESS: _____

NAME: _____

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: _____

TENANT:

PETSUITES OF AMERICA, LLC, a Kentucky limited liability company

BY: _____

WITNESS: _____

NAME: _____

SEE
COUNTERPART

DATE: 12-14-22

MORTGAGEE:

HERITAGE BANK, a Kentucky banking corporation

BY: Peter J. Weickgenant

Senior Lender

WITNESS: [Signature]

NAME: Peter J. Weickgenant

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 Ventura)

On December 22, 2022 before me, Marta Alpay, Notary Public
(here insert name and title of the officer)

personally appeared Eric A. Smith

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 Marta Alpay

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of SNDA Pet Suites UT

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____

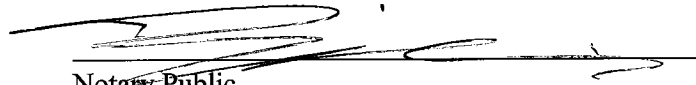
STATE OF KENTUCKY

) SS

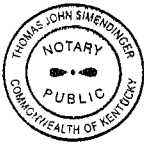
COUNTY OF KENTON

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Peter Weickgenant whose name as Senior Lender of Heritage Bank, One, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 19th day of December, 2022.



Notary Public



Thomas John Simendinger
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP24546
My Commission Expires
March 1, 2025

My commission expires: March 1, 2025

Notary ID: KYNP24546

EXHIBIT A

Legal Description

Lot 902, Anthem Commercial 9th Amended Subdivision, Amending Lot 309 of Anthem Commercial 3rd Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax ID: 26-25-252-007