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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ALTA TITLE INSURANCE AGENCY
2180 S 1300 E STE 270SALT LAKE CITY, UT 841063693

FILED AT REQUEST OF AND UPON
RECORDATION RETURN TO:

Altabank, Division of Glacier Bank
South Jordan Office
10757 South River Front Parkway, Suite 150
South Jordan, Utah 84095

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Dated as of: December 27, 2022

Among: CUBEWORK.COM, INC., a Delaware corporation (“**Tenant**”)
900 Turnbull Canyon Rd.
City of Industry, California 91745

And: RWK Legacy #1, LLC, a Utah limited liability company (“**Landlord**”)
7847 South Pheasant Wood Drive
Sandy, Utah 84093

And: Altabank, Division of Glacier Bank, including successors or assigns
 (“**Beneficiary**”)
South Jordan Office
10757 South River Front Parkway, Suite 150
South Jordan, Utah 84095

This Subordination, Non-disturbance and Attornment Agreement (the “**Agreement**”) is made among the above-named Landlord, Tenant and Beneficiary as of the date written above.

RECITALS:

- A. Tenant and Landlord are parties to a Standard Form Industrial Building Lease, effective as of October 3, 2022 (including all amendments, riders and exhibits, as such agreement may be amended or modified from time to time pursuant to this Agreement, the “**Lease**”), affecting certain real property and improvements located in Salt Lake County, Utah, the legal description of which is set forth on the attached Exhibit A (the “**Premises**”).
- B. Beneficiary has made or intends to make a loan or loans to Landlord secured by one or more mortgages, deeds of trust or other security instrument granted by Landlord (in each case with an assignment of leases and rents) covering the Premises (as modified, supplemented, renewed, extended, consolidated, increased or replaced from time to time, and including

any assignment of rents and leases, in each case which may secure future advances made by Beneficiary, collectively the "Mortgage").

- C. As a condition to such loan, Beneficiary has required that the Lease be subordinate to the Mortgage.
- D. Tenant has requested covenants of non-disturbance from Beneficiary.

AGREEMENT

In consideration of the above recitals and of the promises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. Subordination. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises, including but not limited to any option or right of first refusal to purchase the Premises, or any acquisition of title to the Premises by Tenant during the term of the Mortgage, or any mortgage or trust deed in favor of any lender of Tenant or any other person or entity, are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, including without limitation any future renewals, modifications, restatements, replacements, increases, consolidations and extensions thereof.

2. Non-Disturbance. So long as Tenant shall have performed and shall continue to perform all of the covenants and conditions of the Lease to be performed by Tenant and shall not be in default thereunder beyond any applicable cure period, Beneficiary hereby agrees that the rights of Tenant under the Lease shall remain in full force and effect, and its possession of the Premises thereunder shall remain undisturbed by Beneficiary during the term of the Lease, and during any renewal or extension thereof in accordance with its terms.

3. Attornment. Tenant agrees with Beneficiary that if the interest of Landlord in the Premises shall be transferred to and owned by Beneficiary by reason of foreclosure, deed in lieu of foreclosure or other proceedings brought by it, or by any other manner, Tenant shall be bound to Beneficiary under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Beneficiary were Landlord under the Lease, and Tenant does hereby attorn to Beneficiary 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 Beneficiary succeeding to the interest of Landlord in the Premises. Tenant agrees, however, upon the written request by Beneficiary after Beneficiary receives title to the Premises, to promptly execute a commercially reasonable instrument in confirmation of the foregoing provisions, reasonably satisfactory to Beneficiary, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. Beneficiary Not Bound by Certain Actions or Agreements. Tenant agrees with Beneficiary that if Beneficiary shall succeed to the interest of Landlord under the Lease, Beneficiary shall not be (a) intentionally omitted, (b) intentionally omitted, (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any landlord under the Lease prior to Beneficiary becoming landlord thereunder ("**Prior Landlord**"), (d) bound by any security deposit which Tenant may have paid to any Prior Landlord, unless such deposit is available to Beneficiary or was received by Beneficiary from any Prior Landlord, (e) bound by any

amendment or modification of the Lease made after the date hereof without Beneficiary's consent, or (f) intentionally omitted. Tenant further agrees that it will not voluntarily subordinate the Lease to any lien or encumbrance without Beneficiary's prior written consent. Notwithstanding anything to the contrary herein set forth, in the event Beneficiary becomes the owner of the Premises as a result of a foreclosure, deed in lieu of foreclosure or otherwise, Beneficiary shall not be bound by any provision of the Lease relating to (i) the application of insurance or condemnation proceeds or the restoration of the Premises by the Landlord in the event of a casualty loss thereto or a taking thereof, or (ii) restrictions on the use of other properties owned by Landlord for purposes which compete with Tenant. Beneficiary shall have the option either to use any such insurance or condemnation proceeds to restore the Premises or retain all such proceeds to pay off the loan to Landlord.

5. Notice; Beneficiary's Right to Perform Under Lease. In the event Landlord defaults in the performance or observance of any of the terms or conditions in the Lease, Tenant shall give written notice thereof to Beneficiary at the time notice is given to Landlord, and Beneficiary shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action to terminate, rescind or void the Lease or to withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by Beneficiary (provided Beneficiary delivers the notice to Tenant within the time period permitted under the Lease for the Landlord to cure the default) with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by Beneficiary with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because Beneficiary requires time to obtain possession of the Premises in order to cure the default, if Beneficiary shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity).

6. No Amendment without Beneficiary's Consent; No Conveyance or Encumbrance of Tenant's Estate. Until the Mortgage has been fully released, satisfied or reconveyed, (a) the Lease shall not be amended without the prior written consent of Beneficiary, and (b) Tenant's estate in the Premises shall not be conveyed, encumbered, mortgaged or otherwise granted to any lender or other person or entity without the prior written consent of Beneficiary. To the extent Tenant's estate in the Premises is conveyed, encumbered, mortgaged or otherwise granted to any lender or other person or entity, such conveyance, encumbrance or security interest of such third party in the Premises shall at all times be junior, inferior and subordinate to Beneficiary's interest in the Premises under the Mortgage; provided that nothing in the foregoing sentence shall be construed as an authorization for Tenant to convey, mortgage or otherwise grant a security interest in the Premises without Beneficiary's prior written consent. Tenant represents and warrants to Beneficiary that Tenant has not previously conveyed, transferred, mortgaged or granted a security interest in any of Tenant's leasehold or other rights under the Lease to any lender or other person or entity.

7. Successors and Assigns; Certain Defined Terms. The Agreement shall bind and inure to the benefit of all parties hereto, their successors and assigns. As used herein the term (a) "Tenant" shall include Tenant herein specifically named and any party who shall succeed to Tenant's interest under the Lease; (b) "foreclosure" and "foreclosure sale" shall include judicial and non-judicial foreclosure and shall also be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and (c) "Beneficiary" shall include Beneficiary herein specifically named and any of its successors and assigns, including

anyone who shall succeed to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise.

8. Miscellaneous. The Agreement shall be governed by the law of the state in which the Premises are located. The Agreement shall not be modified or amended except in writing signed by the parties hereto. The use of the neuter gender in the Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the context requires.

9. Electronic Records. Beneficiary may, on behalf of Tenant, create a microfilm or optical disk or other electronic image of the Agreement. Beneficiary may store the electronic image of such Agreement in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date first above written.

TENANT:

CUBEWORK.COM, INC.

By: James Lin
Name: CEO
Title: _____

TENANT NOTARIZATION

STATE OF Nevada)
) ss.
COUNTY (and/or CITY) OF Clark)

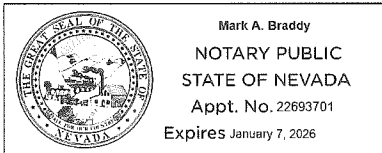
On December 27th, 2022, before me appeared James Lin,
who, being by me duly sworn, did say that he/she is the CEO of
Cubework.com, Inc. and that said instrument was signed on behalf of said entity.

(Notarial Seal)

Mark A. Braddy
Notary Public
Printed Name: Mark A. Braddy

My term expires: 01/07/2026

Notarial act performed by audio-video communication.



[Tenant Signature Page to SNDA]

BENEFICIARY:

Altabank, Division of Glacier Bank

By: [Signature]

Name: Joe Trunzo

Title: Senior Vice President

BENEFICIARY NOTARIZATION

STATE OF Utah)
) ss.
COUNTY (and/or CITY) OF Salt Lake)

On December 28, 2022, before me appeared Joe Trunzo, who, being by me duly sworn, did say that he is a Senior Vice President of Altabank and that said instrument was signed on behalf of said entity.

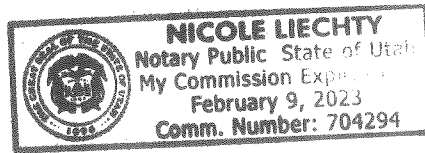
(Notarial Seal)

[Signature]

Notary Public

Printed Name: Nicole Liechty

My term expires: 02/09/2023



[Beneficiary Signature Page to SNDA]

LANDLORD:

RWK Legacy #1, LLC

By: [Signature] MON
Name: Robert W. Keloz
Title: Manager

LANDLORD NOTARIZATION

STATE OF Utah)
) ss.
COUNTY (and/or CITY) OF Salt Lake)

On December 28th, 2022, before me appeared Robert W. Keloz,
who, being by me duly sworn, did say that he/she is the Manager of RWK Legacy
#1, LLC and that said instrument was signed on behalf of said entity.

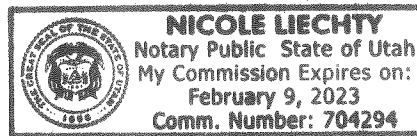
(Notarial Seal)

[Signature]

Notary Public

Printed Name: Nicole Liechty

My term expires: 02/09/2023



[Landlord Signature Page to SNDA]

**EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

(Legal Description)

Approximately 89,296 rentable square feet in the building commonly known as RWK Doolittle, as set forth and identified in the Lease, which Premises comprise a portion of the below real property:

LOT 2, SALT LAKE INTERNATIONAL CENTER PLAT 4, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE

Tax Id No. 07-36-151-003

[Exhibit A to SNDA]