

When recorded, mail to:

Brian D. Cunningham, Esq.  
SNELL & WILMER L.L.P.  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

APN: 13-042-0074 and 13-042-0087

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## SUBORDINATION AND ATTORNMEN T AGREEMENT

**NOTICE: THIS SUBORDINATION AND ATTORNMEN T AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AND ATTORNMEN T AGREEMENT (this "*Agreement*") is made as of January 12, 2018 by and among **WDG AMERICAN FORK, LLC**, a Utah limited liability company ("*Landlord*"), **MJM 5G, LLC**, a Utah limited liability company ("*Tenant*"), and **WASHINGTON FEDERAL, NATIONAL ASSOCIATION** ("*Lender*").

### RECITALS:

A. Lender and Millcreek Partners, LLC, a Utah limited liability company ("*Borrower*") are prepared to enter, or have entered, into a Term Loan Agreement, of approximate even date herewith, whereby Lender agrees to make a loan to Borrower in the principal amount of **SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$780,000.00)** (as it may be amended, modified, extended, and renewed from time to time, the "*Loan*").

B. The Loan is evidenced by a Secured Promissory Note dated on or about the date of this Agreement and which is made payable to Lender in the original principal amount of **SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$780,000.00)** (as it may be amended, modified, extended, and renewed from time to time, the "*Note*"). As security for repayment of the Loan and Note and performance of Borrower's obligations to Lender, Lender has required that Landlord execute and deliver to Lender that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of approximately even date herewith for the benefit of Lender (as it may be amended, modified, extended, and renewed from time to time, the "*Deed of Trust*"), which will be recorded in the official records of Utah County, Utah, encumbering the property described on Exhibit A attached hereto and made a part hereof and all improvements thereon (the "*Real Estate*").

C. Pursuant to that certain Zaxby's American Fork Lease dated as of December 9, 2014 (the "*Lease*"), Landlord has leased a portion of the Real Estate to Tenant on the terms and conditions set forth in the Lease.

D. Pursuant to that certain Lease Guaranty dated as of approximately even date with the Lease (the "*Guaranty*"), **RYAN HOWES**, an individual, **JEFF HOWES**, an individual, and **MIKE CUMMINGS**, an individual (individually and collectively "*Guarantor*"), guaranteed, among other things, performance of all of the obligations, liabilities, duties and undertakings of Tenant under the Lease.

E. The parties desire to agree upon the relative priorities of their interests in the Real Estate and their rights and obligations if certain events occur.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "*Foreclosure Event*" means (i) judicial or non-judicial foreclosure under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Note and/or the Deed of Trust, as a result of which Successor Landlord becomes owner of the Real Estate; or (iii) delivery by trustee under the Deed of Trust ("*Trustee*") to Lender (or its designee or nominee) of a deed or other conveyance of Trustee's interest in the Real Estate in lieu of any of the foregoing.

(b) "*Successor Landlord*" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event, including, but not limited to, Lender.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest, and lien, and for all purposes, to the Deed of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent deed of trust with which the Deed of Trust may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon.

3. Attornment, Guarantor's Consent and Further Documentation.

(a) Attornment. Even if the Lease has not been terminated, Tenant acknowledges and agrees that Lender elect to terminate the Lease in connection with the exercise of its rights under the Deed of Trust. If, however, Lender elects not to terminate the Lease, in connection with its exercise of rights under the Mortgage the, when Successor Landlord takes title to the Real Estate: (i) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Landlord under the Lease as affected by this Agreement as provided in Section 4 herein; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

(b) Guarantor Consent. By executing that certain Guarantor's Consent attached hereto as **Exhibit B**, in the event that Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Guarantor shall, from and after such event, attorn to Successor Landlord in accordance with the terms and conditions set forth in the Guaranty the same as if such Guaranty had originally been executed by Guarantor in favor of Successor Landlord. For the avoidance of any doubt, obligations of Guarantor and rights of Landlord under the Guaranty shall be valid and binding with

respect to Guarantor and shall be fully enforceable by Successor Landlord in accordance with the terms and conditions set forth in the Guaranty. Such attornment shall be effective and self-operative without the execution of any further instrument by Successor Landlord, Landlord, Guarantor or any other person (legal or natural).

(c) Further Documentation. The provisions of this Agreement shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Agreement in writing upon request by either of them.

4. Attornment. If Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such Foreclosure Event had not occurred. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of any rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord; provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of or any claims against any prior landlord (including Landlord); or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or

(e) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or

(f) bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or

(g) liable for any construction obligation of any prior landlord (including Landlord);  
or

(h) liable for any breach of representation or warranty of any prior landlord (including Landlord); or

(i) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Real Estate.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Lease (collectively, "*Successor Landlord's Interest*"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

7. Lender's Right to Cure.

(a) Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (a "*Default Notice*") and, or thereafter, the opportunity to cure such breach or default as provided for below.

(b) Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Lender to possess and control the Real Estate, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "*Extended Cure Period*") as Lender may reasonably require to obtain possession and control of the Real Estate and thereafter to cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Lender shall be deemed to have possession and control of the Real Estate.

8. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the date hereof:

(a) Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant with respect to the Real Estate. Without limiting the foregoing, there are no oral or written agreements between Landlord and Tenant that would create any additional obligations of Landlord with respect to the Lease or the Real Estate, or that would reduce or limit any obligations of Tenant under the Lease. Tenant has no interest in

the Real Estate, including any right or option to purchase any portion of the Real Estate, except as is expressly set forth in the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(b) No Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease and, to the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

(c) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

(d) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall, unless otherwise expressly provided, be in writing and be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) business days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

In the case of Landlord, to: WDG American Fork, LLC  
1572 N. Woodland Park Dr., Ste 505  
Layton, UT 84041  
Attention: Gary M. Wright

In the case of Tenant, to: MJM 5G, LLC  
125 W. Burton Ave., Ste. 2  
Salt Lake City, UT 84115  
Attention: \_\_\_\_\_

In the case of Lender, to: Washington Federal, National Association  
1207 East Draper Parkway  
Draper, UT 84020  
Attention: James Endrizzi

With a copy to: Snell & Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101  
Attention: Brian D. Cunningham, Esq.

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Landlord, Tenant and Lender regarding the rights and obligations of Landlord, Tenant and Lender as to the subject matter of this Agreement.

(c) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Deed of Trust.

(d) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation: Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of State of Utah, excluding such state's principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

**NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.**


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

**WDG AMERICAN FORK, LLC**  
a Utah limited liability company

By: Millcreek Partners LLC  
a Utah limited liability company  
its Manager

By: Teton Land Company, L.L.C.  
a Utah limited liability company  
its Manager

By:   
Name: Spencer H. Wright  
Title: Manager

By:   
Name: Gary M. Wright  
Title: Manager

“Landlord”

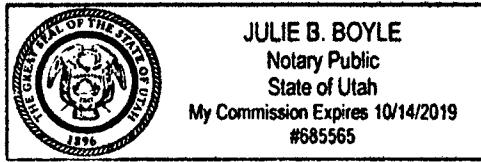
STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 14th day of ~~January~~<sup>February</sup>, 2018, by Spencer H. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager of WDG AMERICAN FORK, LLC, a Utah limited liability company, for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Julie B. Boyle  
NOTARY PUBLIC

[Seal]



STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Davis )

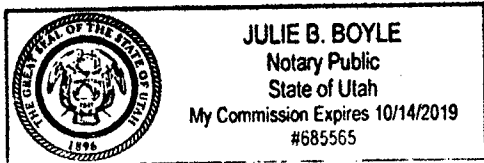
The foregoing instrument was acknowledged before me this 14th day of ~~January~~<sup>February</sup>, 2018, by Gary M. Wright, a Manager of TETON LAND COMPANY, L.L.C., the Manager of MILLCREEK PARTNERS LLC, the Manager of WDG AMERICAN FORK, LLC, a Utah limited liability company, for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Julie B. Boyle  
NOTARY PUBLIC

[Seal]

[Signatures Continue on Following Page]





MJM 5G, LLC  
a Utah limited liability company

By: Michael Cummings  
Name: Mike Cummings  
Title: Manager

"Tenant"

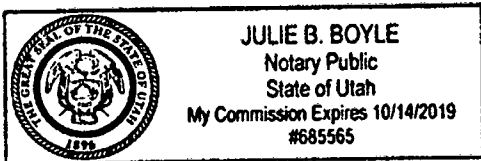
STATE OF UTAH )  
 )  
 ) : ss.  
 )  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2018, by Mike Cummings, a Manager of MJM 5G, LLC, a Utah limited liability company, for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Julie B Boyle  
NOTARY PUBLIC

[Seal]



**WASHINGTON FEDERAL, NATIONAL ASSOCIATION**

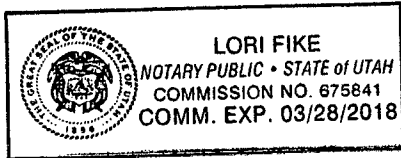
By: [Signature]  
Name: James Endrizzi  
Title: Division Manager - Sr. Vice President

"Lender"

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

On this 21<sup>st</sup> day of February, in the year 2018, before me Lori Fike, a notary public, personally appeared JAMES ENDRIZZI, a Division Manager - Sr. Vice President of **WASHINGTON FEDERAL, NATIONAL ASSOCIATION**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

[Notary Seal]



[Signature]  
NOTARY PUBLIC

**EXHIBIT A  
LEGAL DESCRIPTION**

That certain real property located in Utah County, Utah, more particularly described as follows:

All of the Premises as defined in that certain unrecorded Ground SubLease dated June 17, 2014, between WDG Amercian Fork, LLC as Tenant, and DW Associates, LLC, as Landlord, and First Amendment to the Ground Sublease dated April 30, 2015, by and between WDG American Fork, LLC, Tenant, DW Associates, LLC, Landlord, and Innes Family, LLC, Additional Landlord, and as such Premises are more particularly described as follows:

**Lease Parcel 1:**

A Parcel of land situate in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in American Fork City, Utah County, State of Utah and being more particularly described as follows:

Beginning at a point North 89°53'25" West, along the Section line, a distance of 874.62 feet and South 00°56'47" East, a distance of 402.33 feet, from the Northeast corner of said Section 22; and running thence South 62°42'42" East 114.56 feet, to use the East line of Parcel 2, as shown on the Hubble Engineering record of survey, on file with the Utah County Surveyors Office; thence South 0°56'47" East, along said East line, a distance of 236.42 feet, to the I-15 controlled access line [UDOT Project Number S-115-6(175)245] Also Described in Warranty Deed recorded as Entry No. 112834:2010 of Official Records; thence Northwesterly along said controlled access line the following two (2) courses: (1) Northwesterly along the arc a 2469.08 foot non-tangent curve to the right, through a central angle of 3°53'05", a distance of 167.41 feet, the long cord of which bears North 61°34'23" West, a distance of 167.38, to a point of curvature; (2) Northwesterly along the arc of a 2005.86 foot non-tangent curve to the right, through a central angle of 0°50'01", a distance of 36.39 feet, the long chord of which bears North 55°21'53" West, a distance of 36.39 feet, to the East line of the In-N-Out Burger Lease Parcel; thence along the said Lease Parcel the following three (3) courses: (1) North 36°09'04" East, a distance of 71.05 feet, (2) North 62°58'03" West, a distance of 53.12 feet; (3) North 35°39'51" East, a distance of 131.76 feet, to the point of beginning.

**Lease Parcel 2:**

A Parcel of land situate in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in American Fork City, County of Utah, State of Utah and being more particularly described as follows:

Beginning at point North 89°53'25" West, along the Section line a distance of 773.67 feet and South 0°56'47" East, along East line of Parcel 2 shown on the Hubble Engineering Survey, on file with the County Surveyors Office, a distance of 454.67 feet, from the Northeast Corner of said Section 22; and running thence South 62°42'42" East, a distance of 17.03 feet, to a point 15.00 feet East of the said East line of Parcel 2 shown of the Hubble Engineering Record of Survey; thence South 0°56'47" East, parallel with and 15.00 feet Easterly of said Easterly line, a distance of 236.09 feet, to the I-15 controlled access line [UDOT Project Number S-115-6(175)245] Also described in Warranty Deed recorded as Entry No. 44124:2012 of Official Records; thence Northwesterly along the arc of a 2469.08 foot radius non-tangent curve to the right, through a central angel of 0°23'29", a distance of 16.87 feet, the long cord bears North 63°42'41" West, a distance of 16.87 feet, to the aforesaid East line of Parcel 2 shown on the Hubble Engineering record of Survey; thence North 0°56'47" West, along said East line, a distance of 236.42 feet to the point of beginning.

**Parcel 3:**

Benefits, if any, accruing to Lease Parcel 1 and Lease Parcel 2, pursuant to Restrictions and Easements Agreement for ingress, egress and access of vehicular traffic and parking of motor vehicles, recorded September 3, 2009, as Entry No. 96546:2009, of Official Records.

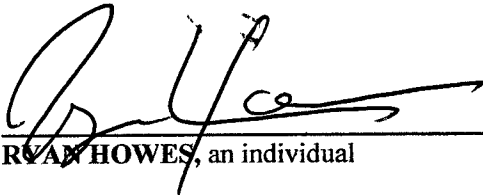
Tax ID: 13-042-0074 and 13-042-0087

**EXHIBIT B**  
**GUARANTOR'S CONSENT**

The undersigned, in the capacity as guarantor of Tenant's obligations under the Lease (individually and collectively "*Guarantor*"), consents to Tenant's execution, delivery and performance of the foregoing Agreement. From and after any attornment pursuant to the foregoing Agreement, that certain Guarantee described in the Agreement to which this Consent is attached (the "*Guaranty*") executed by Guarantor in favor of Tenant, shall automatically benefit and be enforceable by Successor Landlord with respect to Tenant's obligations under the Lease as affected by the foregoing Agreement, and Guarantor hereby expressly reaffirms each and every of its obligations under the Guaranty in favor of Successor Landlord and any transferee of Successor Landlord's interest in Landlord's Premises. Successor Landlord's rights under the Guaranty shall not be subject to any defense, offset, claim, counterclaim, reduction or abatement of any kind resulting from any act, omission or waiver by any Former Landlord for which Successor Landlord would, pursuant to the foregoing Agreement, not be liable or answerable after an attornment. The foregoing does not limit or affect any waivers or other provisions contained in the Guaranty. Guarantor confirms that the Guaranty is in full force and effect and Guarantor presently has no offset, defense (other than any arising from actual payment or performance by Tenant, which payment or performance would bind a Successor Landlord under the foregoing Agreement), claim, counterclaim, reduction, deduction or abatement against Guarantor's obligations under the Guaranty.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOWS]

Dated: January 12, 2018

  
\_\_\_\_\_  
RYAN HOWES, an individual

\_\_\_\_\_  
JEFF HOWES, an individual

\_\_\_\_\_  
MIKE CUMMINGS, an individual

"Guarantor"

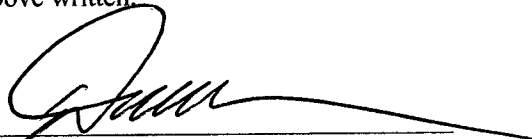
STATE OF CA )  
 )  
COUNTY OF ORANGE ) ss.

NOW, on this 13<sup>TH</sup> day of ~~January~~ FEBRUARY, 2018, before me, a Notary Public in and for said County and State, appeared before me, Ryan Howes, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

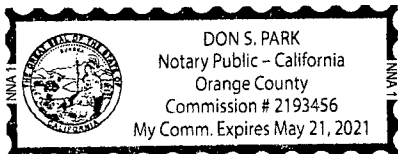
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ORANGE COUNTY, CA the day and year last above written.

[SEAL]

My commission expires: MAY 21, 2021

  
\_\_\_\_\_  
Notary Public

Name: DON S. PARK

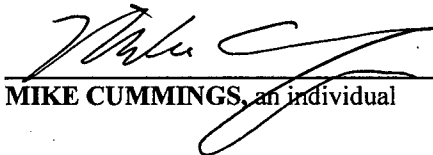


Dated: January 12, 2018

\_\_\_\_\_  
RYAN HOWES, an individual



\_\_\_\_\_  
JEFF HOWES, an individual

  
\_\_\_\_\_  
MIKE CUMMINGS, an individual

"Guarantor"

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

NOW, on this 9 day of ~~January~~ <sup>February</sup>, 2018, before me, a Notary Public in and for said County and State, appeared before me, Ryan Howes, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ the day and year last above written.

[SEAL]

My commission expires:

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

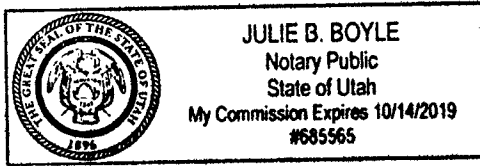
NOW, on this 9 day of ~~January~~ <sup>February</sup>, 2018, before me, a Notary Public in and for said County and State, appeared before me, Jeff Howes, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ the day and year last above written.

[SEAL]

My commission expires: 10-14-2019

Julie B Boyle  
Notary Public



Name: Julie B. Boyle

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

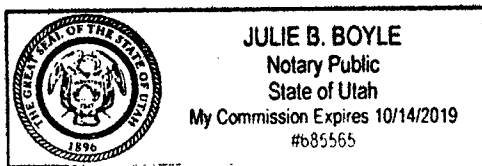
NOW, on this 9 day of ~~January~~ <sup>February</sup>, 2018, before me, a Notary Public in and for said County and State, appeared before me, Mike Cummings, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ the day and year last above written.

[SEAL]

My commission expires: 10-14-2019

Julie B Boyle  
Notary Public



Name: Julie B. Boyle

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