



CUSHMAN & WAKEFIELD U.S., INC.

AGENCY DISCLOSURE

This form is a disclosure. It is not a contract to provide brokerage services. If it is not understood, consult with legal counsel.

Name of Buyer/Tenant: Geoff Swindle/Sokya Health MSO, Inc.

Name of Owner/Landlord: Western Steel Inc.

EXPLANATION OF AGENCY RELATIONSHIPS

UTAH LAW REQUIRES DISCLOSURE OF AGENCY RELATIONSHIPS, AND AS AN OWNER OR PROSPECTIVE BUYER/TENANT OF REAL ESTATE, IT IS IMPORTANT THAT YOU UNDERSTAND THE AGENCY RELATIONSHIPS BETWEEN YOU AND ANY REAL ESTATE AGENTS WITH WHOM YOU ARE WORKING. WHAT FOLLOWS IS AN EXPLANATION AND DISCLOSURE REGARDING AGENCY RELATIONSHIPS.

- 1. PRINCIPAL BROKER.** All real estate agents are required by law to affiliate with a real estate broker ("Principal Broker"). The Principal Broker is responsible for operation of the brokerage and for the professional conduct of all real estate agents affiliated with that Principal Broker.
- 2. AGENT REPRESENTATION OF OWNER AND/OR BUYER/TENANT.** A real estate agent may, through the brokerage, represent an owner who wants to sell or lease property or a buyer/tenant who wants to purchase or lease property. A real estate agent may also represent both the owner and the buyer/tenant in the same real estate transaction. When an agent represents an owner, the agent is an "Owner's Agent." When representing a buyer/tenant, the agent is a "Buyer/Tenant's Agent." When representing both the owner and the buyer/tenant in the same transaction, the agent is a "Limited Agent."
- 3. OWNER'S AGENT.** An Owner's Agent works to assist the owner in locating a buyer or tenant and in negotiating a sale or lease on terms suitable to that owner's specific needs. An Owner's Agent has duties to the owner that include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.
- 4. BUYER/TENANT'S AGENT.** A Buyer/Tenant's Agent works to assist the buyer/tenant in locating and negotiating a purchase or lease on terms suitable to that buyer/tenant's specific needs. A Buyer/Tenant's Agent has duties to the buyer/tenant that include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.
- 5. LIMITED AGENT & IN-HOUSE TRANSACTIONS.**

A. Limited Agency. A Limited Agent represents *both the owner and the buyer/tenant in the same transaction* and works to assist both parties in negotiating a mutually acceptable purchase or lease. A Limited Agent has duties to both the owner and the buyer/tenant; but those duties are "limited" because the agent cannot provide both parties with undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, a Limited Agent must remain neutral in the negotiations between the owner and the buyer/tenant, and may not disclose to either party information likely to weaken the bargaining position of the other, such as, the highest price the buyer/tenant will pay or the lowest price the owner will accept. A Limited Agent must however, disclose to both parties material information known to the Limited Agent regarding any defects in the property and/or the ability of each party to fulfill agreed upon obligations. The Limited Agent must also disclose information given to the Limited Agent by either party, if the failure to disclose would be a material misrepresentation regarding the property.

B. In-House Transactions & Limited Agency. If CUSHMAN & WAKEFIELD U.S., INC. represents both the owner and the buyer/tenant in the same transaction (whether through one agent or through two different agents) it is referred to as an "In-House" transaction. In-House transactions involve Limited Agency because the brokerage is representing both the owner and the buyer/tenant in the same transaction. There are potential conflicts with In-House transactions; for example, agents affiliated with, CUSHMAN & WAKEFIELD U.S., INC. may, on occasion, discuss with each other the needs of their respective owner or buyer/tenant clients. Such discussions could inadvertently compromise the confidentiality of information provided to those agents. For that reason, CUSHMAN & WAKEFIELD U.S., INC. has policies designed to protect the confidentiality of discussions and access to confidential client and transaction files. The owner and the buyer/tenant are advised that they are not required to accept a Limited Agency situation in CUSHMAN & WAKEFIELD U.S., INC. and that they are each entitled to be represented by their own brokerage.

ACKNOWLEDGEMENT OF AGENCY RELATIONSHIPS IN THIS TRANSACTION

- 6. ACKNOWLEDGEMENT OF AGENCY DISCLOSURE.** In reference to the property located at: 1441 Ute Blvd., City of Park City, County of Summit, BY SIGNING THIS AGENCY DISCLOSURE FORM, THE UNDERSIGNED OWNER AND/OR BUYER/TENANT ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE EXPLANATIONS CONTAINED IN THIS FORM, AND CONSENT TO THE AGENCY RELATIONSHIPS DESCRIBED BELOW. (CHECK APPLICABLE BOXES):

CUSHMAN & WAKEFIELD U.S., INC. REPRESENTS ONLY ONE PARTY

- A. ☐ **ONE PARTY ONLY:** CUSHMAN & WAKEFIELD U.S., INC. represents ☒ **Owner** ☐ **Buyer/Tenant:**
- B. ☐ **NO AGENT REPRESENTATION:** Buyer/tenant acknowledges that CUSHMAN & WAKEFIELD U.S., INC. has advised them of the right to have their own Buyer/Tenant's Agent to represent them, and they have elected not to be represented by any real estate agent in this transaction.

CUSHMAN & WAKEFIELD U.S., INC. REPRESENTS BOTH OWNER AND BUYER/TENANT (IN-HOUSE TRANSACTION)

- C. ☐ **ONE AGENT:** Owner and Buyer/Tenant consent to Steve Hooker (Name of Limited Agent); and the Principal or Branch Broker representing both Owner and Buyer/Tenant as Limited Agents as described above.
- D. ☒ **TWO AGENTS:** Owner and Buyer/Tenant consent to Steve Hooker (Name of Owner's Agent) continuing to represent Owner; and Tim Anker (Name of Buyer/Tenant's Agent) continuing to represent Buyer/Tenant; and the Principal or Branch Broker acting as a Limited Agent as described above.

DocuSigned by:

Buyer/Tenant: Geoff Swindle
By: 7D6C490078E8449...

1/25/2023

Date

Owner:

By: _____

Date

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Principal Broker

Date

SUBLEASE AGREEMENT
Soyka, Inc

1. PARTIES.

This Sublease, dated January 23, 2023, is made between,
Western Steel, Inc. ("Sublessor"),
and **Sokya Health MSO, Inc.** ("Sublessee").

2. MASTER LEASE.

Sublessor is the lessee under a written lease dated May 13th, 2021, wherein Cottonwood One, Inc. ("Lessor") leased to Sublessor the real property located in the City of Park City, County of Summit, State of UTAH, described as **Suite 360 (370) at Cottonwood One, 1441 W Ute Blvd, 3547 sf. Park City, UT 84098** ("Master Premises"). Said lease has been amended by the following amendments: **#1**; said lease and amendments are herein collectively referred to as the "Master Lease" and are attached hereto as Exhibit "A."

3. PREMISES.

Sublessor hereby subleases to Sublessee on the terms and conditions set forth in this Sublease, the following portion of the Master Premises ("Premises"): **Suite 370 Cottonwood One, The entire suite of 3547 sf. with existing furniture to be used for the benefit of the Sublessee.**

4. WARRANTY BY SUBLESSOR.

Sublessor warrants and represents to Sublessee that the Master Lease has not been amended or modified except as expressly set forth herein, that Sublessor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master Lease, and that Sublessor has no knowledge of any claim by Lessor that Sublessor is in default or breach of any of the provisions of the Master Lease.

5. TERM.

The Term of this Sublease shall commence on **February 6th, 2023** ("Commencement Date"), or when Lessor consents to this Sublease (if such consent is required under the Master Lease), whichever shall last occur, and end on **February 5th, 2024** (Termination Date"), unless otherwise sooner terminated in accordance with the provisions of the Sublease. In the event the Term commences on a date other than the Commencement Date, Sublessor and Sublessee shall execute a memorandum setting forth the actual date of commencement of the Term. Possession of Premises ("Possession") shall be delivered to Sublessee on the commencement of the Term. If for any reason Sublessor does not deliver Possession of Sublessee on the commencement of the Term, Sublessor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Sublease shall not be impaired, but rent shall abate until delivery of Possession. Notwithstanding the foregoing, if Sublessor has not delivered Possession of Sublessee within thirty (30) days after the Commencement Date, than at any time thereafter and before delivery of Possession, Sublessee may give written notice of Sublessor of Sublessee's intention to cancel this Sublease. Said notice shall set forth an effective date for such cancellation which shall be at least ten (10) days after delivery of said notice to Sublessor. If Sublessor delivers Possession to Sublessee on or before such effective date, this Sublease shall be cancelled, in which case all consideration previously paid by Sublessee to Sublessor on account of this Sublease shall be returned to Sublessee, this Sublease shall thereafter be of no further force or effect, and Sublessor shall have no further liability to Sublessee on account of such delay or cancellation. If Sublessor permits Sublessee to take Possession prior of the commencement of the Term, such early Possession shall not advance the Termination Date and shall be subject to the provisions of this Sublease, including without limitation the payment of rent.

5A. Option to extend.

Tenant has the right to extend the original lease term with multiple terms of 6 months each, upon a mutually accepted terms and agreement between Master Tenant and Sublessee. Such lease rate option will be no less than 103% of current term rental amount. Option notice must be served no later than 90 days before end date of the current lease term.

6. RENT.

6.1 *Minimum Rent.* Sublessee shall pay to Sublessor as minimum rent, without deduction, setoff, notice, or demand, at **Western Steel, Inc Suite 360, 1441 Ute Blvd, Park City, UT 84098, atth: Ben Meister** or such other place as Sublessor shall designate from time to time by notice to Sublessee, the sum of **Eleven Thousand Dollars and 00/100 (\$11,000.00)** per month, in advance on the first day of each month of the Term. Sublessee shall pay to Sublessor upon execution of this Sublease the sum of **Eleven Thousand Dollars and 00/100 (\$11,000.00)** as rent for the first 30 days, **2/6/23 – 3/5/23**. Additional provisions: Other than the first month's rent for **February 6, 2023**, Rent will be due on the 1st of each month during the term of the lease.

~~6.2 *Operating Costs.* This is a Gross lease with a payment that includes Rent and CAM. This section Does Not Apply. If the Master Lease requires Sublessor to pay to Lessor all or a portion of the expenses of operating the building and/or project of which the Premises are a part ("Operating Cost"), including but not limited to taxes, utilities, or insurance, then Sublessee shall pay to Sublessor as additional rent _____ percent (_____%) of the amounts payable by Sublessor for Operating Costs incurred during the Term. Such additional rent shall be payable as and when Operating Costs are payable by Sublessor to Lessor. If the Master Lease provides for the payment by Sublessor of Operating Costs on the basis of an estimate thereof, than as and when adjustments between estimated and actual Operating Costs are made under the Master Lease, the obligations of Sublessor and Sublessee hereunder shall be adjusted in a like manner; and if any such adjustment shall occur after the expiration or earlier termination of the Term, then the obligations of Sublessor and Sublessee under this Subsection 6.2 shall survive such expiration or termination. Sublessor shall, upon request by~~

~~Sublessee, furnish Sublessee with copies of all statements submitted by Lessor of actual estimated Operating Costs during the Term.~~

7. SECURITY DEPOSIT.

Sublessee shall deposit with Sublessor upon execution of this Sublease the sum of **Eleven Thousand Dollars and 00/100 Dollars (\$11,000.00** as security for Sublessee's faithful performance of Sublessee's obligations hereunder ("Security Deposit"). If Sublessee fails to pay rent or other charges when due under this Sublease, or fails to perform any of its other obligations hereunder, Sublessor may use or apply all or any portion of the Security Deposit for the payment of any rent or other amount then due hereunder and unpaid, for the payment of any other sum for which Sublessor may become obligated by reason of Sublessee's default or breach, or for any loss or damage sustained by Sublessor as a result of Sublessee's default or breach. If Sublessor so uses any portion of the Security Deposit, Sublessee shall, within ten (10) say after written demand by Sublessor, restore the Security Deposit to the full amount originally deposited, and Sublessee's failure to do so shall constitute a default under this Sublease. Sublessor shall not be required to keep the Security Deposit separate from its general accounts, and shall have no obligation or liability for payment of interest on the Security Deposit. In the event Sublessor assigns its interest in this Sublease, Sublessor shall deliver to its assignee so much of the Security Deposit as is then held by Sublessor. Within ten (10) days after the Term has expired, or Sublessee has vacated the Premises, or any final adjustment pursuant to Subsection 6.2 hereof has been made, whichever shall last occur, and provided Sublessee is not then in default of any of its obligations hereunder, the Security Deposit, or so much thereof as had not theretofore been applied by Sublessor, shall be returned to Sublessee or to the last assignee, if any, of Sublessee's interest hereunder.

8. USE OF PREMISES.

The Premises shall be used and occupied only for General office duties, meetings and operational duties for the **Sokya Health MSO, Inc.** group, and for no other purpose.

9. ASSIGNMENT AND SUBLETTING.

Sublessee shall not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sublessor (and the consent of Lessor, if such is required under the terms of the Master Lease).

10. OTHER PROVISIONS OF SUBLEASE.

All applicable terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sublessor were the Lessor thereunder, and the Premises the Master Premises, *except* for the following:

Existing Furniture Fixtures and Equipment (FF&E) will be used during the lease term. Upon end of lease, the FF&E will be returned to Master Tenant with normal wear and tear upon final inspection. Damaged or missing FF&E will be estimated and reimbursed to Master Tenant upon final inspection and lease termination.

Sublessee assumes and agrees to perform the lessee's obligations under the Master Lease during the Term to the extent that such obligations are applicable to the Premises, except that the obligation to pay rent to Lessor under the Master Lease shall be considered performed by Sublessee to the extent and in the amount rent is paid to Sublessor in accordance with Section 6 of this Sublease. Sublessee shall not commit or suffer any act or omission that will violate any of the provisions of the Master Lease. Sublessor shall exercise due diligence in attempting to cause Lessor to perform its obligations under the Master Lease for the benefit of Sublessee. If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved of any further liability or obligation under this Sublease, provided however, that if the Master Lease terminates as a result of a default or breach by Sublessor or Sublessee under this Sublease and/or the Master Lease, then the defaulting party shall be liable to the nondefaulting party for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Master Lease gives Sublessor any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.

11. ATTORNEYS'S FEES.

If Sublessor, Sublessee, or Broker shall commence an action against the other arising out of or in connection with this Sublease, the prevailing party shall be entitled to recover its costs of suit and reasonable attorney's fees.

12. AGENCY DISCLOSURE.

Sublessor and Sublessee each warrant that they have dealt with no other real estate broker in connection with this transaction except: Steve Hooker of Cushman Wakefield who represents Master Tenant and Tim Anker of Cushman Wakefield representing Sub Tenant. In the event that the Agent represents both Sublessor and lessee, Sublessor and Sublessee hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

13. COMMISSION.

Upon execution of this Sublease, and consent thereto by Lessor (if such consent is required under the terms of the Master Lease), Sublessor shall pay Cushman Wakefield USA per existing listing agreement between Western Steel, Inc. and Cushman Wakefield USA, for services rendered in effecting this Sublease. Broker is hereby made a third party beneficiary of this Sublease for the purpose of enforcing its right to said commission.

14. NOTICES.

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublessor to Sublessee shall be sent by United States Mail, postage prepaid, addressed to the Sublessee at the Premises, and to the address hereinbelow, or to such other place as Sublessee may from time to time designate in a notice to the Sublessor. All notices and demands by the Sublessee to the Sublessor shall be sent by United States Mail, postage prepaid, addresses to the Sublessor at the

address set forth herein, and to such other person or place as the Sublessor may from time to time designate in a notice to the Sublessee.

To Sublessor: **Western Steel, Inc. 1441 Ute Blvd, Suite 360, Park City, Ut 84098**

To Sublessee: **Soyka Health MSO, Inc. 700 NE Multnomah St, Suite 870, Portland, OR 97232**

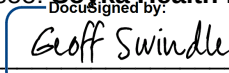
15. **CONSENT BY LESSOR.**

THIS SUBLEASE SHALL BE OF NO FORCE OR EFFECT UNLESS CONSENTED TO BY LESSOR WITHIN TEN (10) DAYS AFTER EXECUTION HEREOF, IF SUCH CONSENT IS REQUIRED UNDER THE TERMS OF THE MASTER LEASE.

16. **COMPLIANCE.**

The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disability Act.

17. **Notice to Landlord and Tenant.** Cushman Wakefield is not authorized to give legal or tax advice; no representation or recommendation is made by Cushman & Wakefield USA or its agents or employees as to the legal sufficiency, legal effect or tax consequences of this document or any transaction related thereto, since these are matters which should be discussed with your attorney. Likewise, landlord and tenant should consult with competent experts regarding environmental matters and compliance with laws, ordinances and regulations such as, for example, The Americans with Disabilities Act (“ADA”).

Sublessor: Western Steel, Inc.	Sublessee: Soyka Health MSO, Inc.
By: _____	By: DocuSigned by:  7D6C490078E8449... _____
Title: _____	Title: CEO _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: 1/25/2023 _____

LESSOR’S CONSENT TO SUBLEASE

The undersigned (“Lessor”), lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting. Lessor certifies that, as of the date of Lessor’s execution hereof, Sublessor is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease.

Lessor: _____

By: _____

Title: _____

By: _____

Title: _____

Date: _____