



Bryan H. Booth (#7471)
Fetzer Booth, P.C.
50 West Broadway, #1200
Salt Lake City, UT 84101
Office: (801) 328-0266
bryan@mountainwestlaw.com
Attorneys for Plaintiff Midway Summit, LLC

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
MIDWAY SUMMIT, LLC a Utah limited liability company, Plaintiff, vs. VYVUE, LLC, a Utah limited liability company; BENNETT HORTMAN II, an individual; and ADAM FORD, an individual, Defendants.	REVISED JUDGMENT Civil No. 240403105 Judge Kraig Powell

Pursuant to this Court's May 1, 2026 Ruling on Cross-Motions for Summary Judgment and Plaintiff's Renewed Motion for Summary Judgment, the Court hereby enters judgment as follows:

1. Under Midway's First Claim for Relief (Breach of Contract – Lease Agreement – Vyvue) judgment is entered in favor of Midway Summit, LLC ("Midway") and against Defendant Vyvue, LLC for the following amounts:

Principal Amount	\$615,795.96
Accrued Interest (12% per year through 5/6/2026)	\$123,254.35
Total Judgment	\$739,050.31

2. Under Midway's Second Claim for Relief (Breach of Guarantee – Hortman, Covington, and Ford) judgment is entered in favor of Midway and against Defendants Bennett Hortman II and Adam Ford, jointly and severally, for the following amounts:

Principal Amount	\$297,042.01
Accrued Interest (12% per year through 5/6/2026)	\$68,204.11
Total Judgment	\$365,246.123

3. Midway's Third Claim for Relief (Unjust Enrichment/Quantum Meruit) is dismissed with prejudice.

4. The First Cause of Action (Declaratory Judgment/Determination of Rights) in Vyvue's and Hortmans' counterclaim is dismissed with prejudice.

5. The First Cause of Action (Declaratory Judgment/Determination of Rights) in Vyvue's and Hortmans' counterclaim is dismissed with prejudice.

5. All claims asserted in Ford's Counterclaim are dismissed with prejudice.

6. Because the amounts in the judgment against Hortman and Ford are included in and part of the judgment against Vyvue, any amount paid toward satisfaction of the Vyvue judgment will reduce the balance of the Hortman and Ford judgment by the same amount and vice versa.

7. The Court shall retain jurisdiction for the purpose of determining Vyvue's potential liability for the amount of rents and other costs that will come due in the future under the Lease Agreement, plus any additional costs incurred by Midway in seeking to re-rent the Leased

Property, less any amounts received through Midway's mitigation efforts, and augmenting the judgment against Vyvue by the net amount.

8. These judgments shall bear interest at the contract rate of 12% per annum.

**ENTERED AND EXECUTED AS OF THE DATE AND BY THE SIGNATURE
SET FORTH ON THE TOP OF THE FIRST PAGE OF THIS ORDER.**

Approved as to form:

/s/

Spencer Macdonald

Artifex Law, LLC

[Electronically signed with email permission of the signatory]

/s/

Adam D. Ford

Ford & Crane, PLLC

[Electronically signed with email permission of the signatory]