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ADAM GARDINER
Recorder, Salt Lake County, UT
NORTH AMERICAN TITLE LLC
BY: eCASH, DEPUTY - EF 10 P.

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: 07-35-201-003-0000

40908-17-00203

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE 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, NONDISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") is made as of August 25, 2017 by and among **BIOMEDICAL INDUSTRIAL HOLDINGS, LLC**, a Utah limited liability company ("Landlord"), **BIOMERICS, LLC**, a Utah limited liability company ("Tenant"), and **WASHINGTON FEDERAL, NATIONAL ASSOCIATION** ("Lender").

RECITALS:

A. Lender has or will extend a loan to Landlord, in the original maximum principal amount of **FOURTEEN MILLION AND NO/100 DOLLARS (\$14,000,000.00)** (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 **FOURTEEN MILLION AND NO/100 DOLLARS (\$14,000,000.00)** (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 Landlord's obligations to Lender, Lender has required that Landlord execute and deliver to Lender that certain 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 Salt Lake 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 Lease dated as of August 1, 2017 (as the same may subsequently be amended, the "Lease"), Landlord has leased the Real Estate to Tenant on the terms and conditions set forth in the Lease.

D. 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. Nondisturbance and Attornment.

(a) No Exercise of Deed of Trust Remedies against Tenant. So long as the Lease has not expired in accordance with the terms of the Lease or has not otherwise been terminated and provided that Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If the Lease has not expired in accordance with the terms of the Lease or has not been otherwise terminated, then, when Successor Landlord takes title to the Real Estate: (i) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease; (ii) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (iii) 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 (iv) 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.

(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, 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 stating factual information which, in the commercially reasonable 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) except to the extent that such offset or defense pertains to a continuing default by the Landlord under the Lease and only to the extent that such default continues after the date Successor Landlord succeeds to the interest of the 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 pertaining to either the Term of the Lease or the rent thereunder, or waiver of any of its terms, made after the date of this Agreement 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 except for any surrender, cancellation, or termination of the Lease as a remedy after default under the terms of the Lease and provided that Tenant complied with the notice and cure requirements of Section 7 below; or

(g) liable for any construction obligation of any prior landlord (including Landlord). However, if any Successor Landlord elects not to complete a construction obligation of a prior landlord, Tenant may terminate the Lease upon one month's written notice; or

(h) 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 that materially limits Tenant's right of occupancy or use under the Lease, provided, however, that Tenant shall have all right to terminate the Lease by notice to Successor Landlord in the event that Tenant gives written notice to Successor Landlord

of any such latent or patent defects in construction that materially limits Tenant's right of occupancy or use under the Lease and Lender elects not to remedy such patent or latent defects.

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, 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. If Lender fails to timely cure within thirty (30) days from receipt of a Default Notice, such failure shall be a waiver of its rights in Section 7(c) below.

(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: Biomedical Industrial Holdings, LLC
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321
Attn: Dell Loy Hansen

With a copy to: Wasatch Commercial Management, Inc.
Attn: Property Manager
299 South Main Street, Suite 2400
Salt Lake City, Utah 84111

In the case of Tenant, to: Biomerics, LLC
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321
Attn: Joel Larson

In the case of Lender, to: Washington Federal
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) 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.

(e) 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.

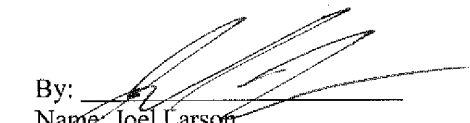
(f) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) 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.

[Remainder of Page Intentionally Left Blank]

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

BIOMEDICAL INDUSTRIAL HOLDINGS, LLC
a Utah limited liability company

By: 
Name: Joel Larson
Title: Manager

“Landlord”

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)


The foregoing instrument was acknowledged before me this 23rd day of August, 2017 by **JOEL LARSON**, an individual, the Manager of **BIOMEDICAL INDUSTRIAL HOLDINGS, 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.




NOTARY PUBLIC

**WASHINGTON FEDERAL, NATIONAL
ASSOCIATION**

By: 
Name: James Endrizzi
Title: Division Manager - Vice President

"Lender"

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

The foregoing instrument was acknowledged before me this 17th day of August, 2017, by James Endrizzi, a Division Manager - Vice President of **WASHINGTON FEDERAL, NATIONAL ASSOCIATION**, for and on behalf of said entity.

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


NOTARY PUBLIC

[Seal]

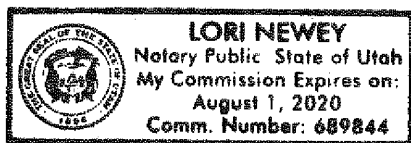


EXHIBIT A
LEGAL DESCRIPTION

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

Parcel 1:

All of Lot 1, SALT LAKE INTERNATIONAL CENTER PLAT 16, according to the official plat thereof, filed in the Office of the Salt Lake County Recorder in Plat Book 83-12 at Page 163.

Excluding all right to oil, water, gas, minerals and other valuable underground resources whatsoever. It is, however, provided that surface entry for the exploration for or development of the same shall require prior written consent of the owner as disclosed by that certain Deed recorded October 26, 1988 as Entry No. 4692653 in Book 6075 at Page 2018.

Parcel 1A:

Together with all of the easements, covenants, rights and benefits appurtenant (or intended to be appurtenant) thereto created by that certain Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions recorded December 1, 1978 as Entry No. 3205332 in Book 4780 at Page 306, and that certain Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 16 recorded December 7, 1983 as Entry No. 3878310 in Book 5513 at Page 285, and amendments thereto.

For Identification Purposes Only: 07-35-201-003-0000