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Recording requested and  
when recorded return to:

WGT American Fork Holdings, LLC  
Attn: Mr. Steve Tate  
P.O. Box 1153  
Centerville, Utah 84014



ENT 132854:2021 PG 1 of 7  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Jul 29 3:40 pm FEE 40.00 BY JR  
RECORDED FOR TATE, STEVE

APN(s): 13-042-0074 7 13-042-0100

### NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement (this "Agreement") is made and entered into this 21st day of July, 2021, by and among DW ASSOCIATES L.L.C., a Utah limited liability company ("DWA") having a mailing address of P.O. Box 1153, Centerville, Utah 84014; WGT AMERICAN FORK HOLDINGS, LLC, a Utah limited liability company ("Subtenant") having a mailing address of P.O. Box 1153, Centerville, Utah 84014; and KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank"), having a mailing address of Mail Code: OH-01-10-0605, 100 Public Square, Suite 600, Cleveland, Ohio 44113-2207.

#### WITNESSETH:

THAT WHEREAS, Nimbus Properties, L.C., a Utah limited liability company ("Master Landlord") is ground lessor under that certain Ground Lease with DJ Smith Investments, L.L.C., a Utah limited liability company, as lessee, dated January 12, 2007 as amended by that certain Agreement to Extend Rent Commencement Date dated May 15, 2007 and Agreement to Extend Rent Commencement Date dated June 15, 2007, and as partially assigned by DJ Smith Investment, L.L.C. to WGT American Fork, LLC, a Utah limited liability company, as cotenant, and as modified by that certain Extension and Acknowledgment of Rent Commencement Date and Modifications to Ground Lease by and among Master Landlord, DJ Smith Investments, L.C. and WGT American Fork, LLC dated November 12, 2007, as further modified by Addendum 1 to Ground Lease dated August 30, 2008 and assigned from DJ Smith Investments, L.L.C. and WGT American Fork, LLC to DWA by Assignment and Assumption of Lease dated November of 2008 (collectively, as amended and assigned the "Master Lease") for certain real property including a portion of the property located at 599 West Main Street, American Fork, Utah County, Utah as described therein and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Nimbus Property");

WHEREAS, DWA entered into that certain Ground Sublease with Subtenant, dated March 15, 2021 (the "Ground Sublease"), pursuant to which DWA ground subleases to Subtenant that certain limited portion of Pad A-3 of the Nimbus Property (the "Pad A-3 Portion") more particularly described in Exhibit B attached hereto and incorporated herein by reference, together with the appurtenant rights to utilize the common areas of the Nimbus Property outside of the Pad A-3 Portion (collectively, the "Premises");

WHEREAS, Subtenant and KeyBank entered into that certain Ground Lease dated March 15, 2021 (the "KeyBank Lease"), pursuant to which KeyBank ground sub-lease the Premises (and ground leases certain other adjacent property owned by Subtenant), as more particularly described therein;

WHEREAS, it is one of the conditions to KeyBank's confirmation, approval and waiver of its due diligence under the KeyBank Lease that this Agreement be fully executed and delivered by the parties hereto;

NOW, THEREFORE, for the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is agreed as follows:

1. DWA represents and warrants to, and covenants with, Subtenant and KeyBank as follows:
  - (a) that it is in possession of leasehold title to the Nimbus Property and the Premises;

- (b) that the Master Lease and Sublease are properly executed, unmodified and in full force and effect;
- (c) that neither Master Landlord or DWA is in default of the Master Lease;
- (d) that neither DWA nor Subtenant is in default under the Ground Sublease;
- (e) that the Master Lease will not be amended or modified in any respect which adversely affects the rights of DWA, Subtenant, or KeyBank, and, further, the Master Lease will not be amended or modified in any respect without first giving Subtenant and KeyBank ten (10) days prior written notice; and
- (f) that the Ground Sublease will not be amended or modified in any respect which adversely affects the rights of KeyBank thereunder, and, further, the Ground Sublease will not be amended or modified in any respect without first giving KeyBank ten (10) days prior written notice.

DWA hereby acknowledges receipt of a copy of the KeyBank Lease and all of the terms, covenants and provisions thereof, and agrees that the exercise by KeyBank of any of the rights, remedies and options contained therein shall not constitute a default under the Ground Sublease. Without limiting the generality of the foregoing, the provisions of Section 36 (DWA Ground Sublease to Landlord of Pad A-3 Portion) of the KeyBank Lease hereby are incorporated herein by this reference, and DWA agrees to observe and cooperate with the same and to be bound thereby.

DWA shall not, in the exercise of any of the rights arising or which may arise out of the Ground Sublease or any instruments modifying or amending the same entered into in substitution or replacement thereof, disturb or deprive KeyBank in or of its possession or its rights to possession of the Premises or of any right or privilege granted to or inuring to the benefit of KeyBank under the KeyBank Lease until KeyBank's option referenced in the next paragraph has expired.

In the event of the surrender or termination of the Ground Sublease for any reason, including, without limitation, (i) a termination by reason of a condemnation of all or a portion of the Premises, (ii) the rejection of the Ground Sublease in any bankruptcy proceeding initiated under Title 11 of the U.S. Code wherein Subtenant is named as debtor or petitioner, before any of the dates provided in the KeyBank Lease for the termination of the initial or renewal terms of the KeyBank Lease, and if immediately prior to such surrender or termination the KeyBank Lease shall be in full force and effect and KeyBank is not in default of the KeyBank Lease beyond any applicable notice and cure period, then KeyBank may elect at its option, which option shall be exercised by KeyBank within thirty (30) days of such surrender or termination, for the KeyBank Lease to continue in full force and effect with respect to the Premises as a direct ground sublease from DWA to KeyBank for the remainder of the KeyBank Lease term (including any renewal options exercised thereunder by KeyBank) and KeyBank hereby agrees to attorn to DWA for the balance of such term of the KeyBank Lease with the same force and effect as though KeyBank Lease was originally made directly from DWA to KeyBank as to the Premises. DWA shall provide written notice as soon as commercially reasonable to KeyBank in the event of the surrender or termination of the Ground Sublease for any reason.

2. Subtenant represents and warrants to, and covenants with, KeyBank as follows:

- (a) that it is in possession of leasehold title in the Premises;
- (b) that the Ground Sublease and KeyBank Lease are properly executed, unmodified and in full force and effect;
- (c) that neither DWA nor Subtenant is in default under the Ground Sublease;
- (d) that neither Subtenant nor KeyBank is in default under the KeyBank Lease; and
- (e) that the Ground Sublease will not be amended or modified in any respect which adversely affects the rights of KeyBank and, further, the Ground Sublease will not be amended or modified in any respect without first giving Subtenant and KeyBank ten (10) days prior written notice.

3. Any and all notices, elections or demands permitted or required to be made by any party under this Agreement shall be in writing and shall be sent by overnight courier service by a company regularly engaged in the business of delivering business packages (such as Federal Express or Airborne) to the other parties at their addresses set forth hereinabove, or at such other address as may be supplied in writing from time to time by any party to the other. The date of delivery or refusal thereof, as evidenced by the courier's receipt, shall be the effective date of such notice, election or demand. DWA agrees to contemporaneously deliver to KeyBank any notice required to be given under the Ground Sublease. In order to be valid, all notices, elections or demands to KeyBank also shall be sent to the copy address(es) set forth in the Section 31 (Notices) of the KeyBank Lease.

4. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever, unless in writing and duly executed by the party against whom the same is sought to be asserted.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sub-sublessees.

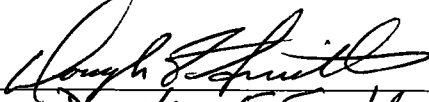
6. This Agreement is to be recorded in the real property records of the Recorder of Utah County, Utah.

*(Signatures on following page)*

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first above written.


"DWA":

DW ASSOCIATES, L.L.C.,  
a Utah limited liability company

By:   
Name: Douglas F. Smith  
Its: Manager


"Subtenant":

WGT AMERICAN FORK HOLDINGS, LLC,  
a Utah limited liability company

By:   
Name: Warren G. Tate  
Its: Manager

"KeyBank":

KEYBANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: Andrew P. Latimer  
Title: Senior Vice President

NOTARY ACKNOWLEDGMENTS

STATE OF UTAH )  
 )  
 ) SS:  
 )  
COUNTY OF Salt Lake )

On June 29, 2021, personally appeared before me, a Notary Public,  
Doug Smith, the Manager of DW ASSOCIATES, L.L.C., a Utah limited liability company personally  
known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me  
that he executed the above instrument on behalf of DW ASSOCIATES, L.L.C., a Utah limited liability company.

WITNESS my hand and official Seal.

[Signature]  
Notary Public in and for said State  
My commission expires: Aug 30, 2021

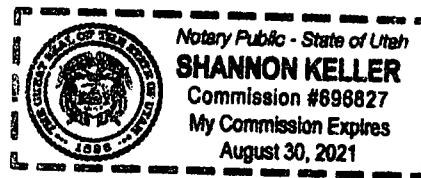


STATE OF UTAH )  
 )  
 ) SS:  
 )  
COUNTY OF Salt Lake )

On June 29, 2021, personally appeared before me, a Notary Public, Warren Tate, the  
Manager of WGT AMERICAN FORK HOLDINGS, LLC, a Utah limited liability company personally known or  
proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he  
executed the above instrument on behalf of WGT AMERICAN FORK HOLDINGS, LLC, a Utah limited liability  
company.

WITNESS my hand and official Seal.

[Signature]  
Notary Public in and for said State  
My commission expires: Aug 29, 2021



STATE OF OHIO )  
 )  
 ) SS:  
 )  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared KEYBANK  
NATIONAL ASSOCIATION, a national banking association, by Andrew P. Latimer, its Senior Vice President, who  
acknowledged that he did sign the foregoing instrument for and on behalf of said national banking association, being  
thereunto duly authorized, and that the same is his free act and deed individually and as such officer and the free act  
and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of July,  
2021.

[Signature: Shelley A. Zavarella]  
Notary Public



SHELLEY A. ZAVARELLA  
Notary Public, State of Ohio  
Commission No. 2019-RE-766334  
My Commission Expires  
April 16, 2024

**EXHIBIT A****LEGAL DESCRIPTION OF DW ASSOCIATES GROUND LEASED PARCEL/NIMBUS PROPERTY**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH; THENCE NORTH 89°53'25" WEST ALONG THE NORTH LINE OF SAID SECTION 771.29 FEET AND SOUTH 143.72 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 00°56'47" EAST 593.72 FEET TO THE NORTH RIGHT OF WAY LINE OF 1-15; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 2 COURSES AND DISTANCES; (1) NORTH 69°57'50" WEST 344.14 FEET; (2) NORTH 62°12'58" WEST 27.09 FEET; THENCE NORTH 00°04'37" EAST 316.05 FEET; THENCE SOUTH 89°28'19" EAST 7.15 FEET; THENCE NORTH 00°31'00" EAST 150.09 FEET TO THE SOUTH LINE OF MAIN STREET; THENCE SOUTH 89°29'00" EAST ALONG SAID SOUTH LINE 328.55 FEET TO THE REAL POINT OF BEGINNING.

TAX SERIAL NO. 13-042-0013

**Less and Excepting:****UDOT TAKING OF ORIGINAL PARCEL**

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO FACILITATE CONSTRUCTION OF A STATE ROAD KNOWN AS PROJECT NO. S-I15-6(175)245, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1107.54 FEET WEST AND 446.62 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 44°35'46" EAST 89.20 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,500.86 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°52'22" WHICH CHORD BEARS SOUTH 53°50'43" EAST 169.01 FEET; THENCE ALONG SAID CURVE 169.04 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,469.08 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'23" WHICH CHORD BEARS SOUTH 61°34'32" EAST 167.59 FEET; THENCE ALONG SAID CURVE 167.62 FEET; THENCE SOUTH 00°53'34" EAST 46.33 FEET; THENCE NORTH 69°57'50" WEST 344.28 FEET; THENCE NORTH 62°12'58" WEST 27.09 FEET; THENCE NORTH 00°04'37" EAST 158.74 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**LEGAL DESCRIPTION OF PREMISES**  
 (A Portion of PAD A-3, GROUND SUBLEASED TO KEYBANK)

BEING A PORTION OF:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MAIN STREET (SR-145), SAID POINT BEING NORTH 89°53'48" WEST 1224.77 FEET ALONG THE SECTION LINE AND SOUTH 160.69 FEET FROM THE NORTHEAST QUARTER OF SAID SECTION 22, AND RUNNING THENCE SOUTH 00°44'31" WEST 104.39 FEET; THENCE SOUTH 55°42'17" EAST 92.00 FEET; THENCE SOUTH 89°55'24" EAST 41.74 FEET; THENCE SOUTH 00°04'22" WEST 130.85 FEET TO A POINT ON THE NORTHEASTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE OF INTERSTATE 15; THENCE ALONG SAID HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH 44°43'33" WEST 106.17 FEET; 2) NORTH 55°42'17" WEST 273.28 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF PIONEER CROSSING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 61°10'31" EAST 42.91 FEET; 2) NORTH 72°56'17" EAST 102.41 FEET' 3) NORTH 81°51'09" EAST 49.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,623 SQ FT OR 0.657 ACERS, MORE OR LESS

