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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
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When recorded, mail to:

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14-21-376-008, 14-21-300-007, 14-21-426-010
File:2044839HM-2

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT ("Agreement") is made the 13th day of May, 2021, by and among INTEGRATED GAZELLE, LLC, a Utah limited liability company, having an address of 9090 South Sandy Parkway, Sandy, UT 84070 ("Landlord"), FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware corporation, having an address of 1000 FedEx Drive, Moon Township, PA 115108, Attn: Real Estate Department, Facility # 845 ("Tenant"), and ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK ("Zions"), in its capacity as Agent, having an address of One South Main, Suite 400, Salt Lake City, Utah 84133 (in such capacity, "Mortgagee").

Recitals:

A. Zions, as a lender, together with certain other lenders party from time to time to that certain Construction Loan Agreement dated as of or about even date herewith (each a "Lender" and collectively, the "Lenders") and by and between said Lenders, Zions as administrative agent for Lenders (in such capacity, "Agent"), and Landlord, is making or has made a construction loan to Landlord secured or to be secured by a Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (as the same may be amended, modified, supplemented, or replaced from time to time, the "Mortgage") granted by Landlord to the trustee named therein for the benefit of Agent encumbering or to encumber, among other things, the property, and all improvements thereon described on Exhibit A attached hereto and made a part hereof (collectively the "Property").

B. Tenant has entered into that certain Lease dated as of March 25, 2021 ("Lease"), with Landlord pursuant to which Landlord has leased all or a portion of the Property to Tenant (the "Premises") on the terms and conditions set forth in the Lease.

C. The parties desire to agree upon the terms and conditions of: (i) the priority of their respective interests in the Premises; (ii) the subordination of Tenant's rights under the Lease to the lien of the Mortgage; (iii) Tenant's attornment; and (iv) Tenant's right to continued use and possession of the Premises pursuant to the terms and conditions of the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, and intending to be legally bound, 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) foreclosure under the Mortgage; (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Mortgage, as a result of which a Successor Landlord becomes the owner of the Property; or (iii) delivery of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

(b) "Successor Landlord" means any party that becomes the owner of the Property as the result of a Foreclosure Event, including without limitation, Mortgagee or any Lender, and with whom there shall be a landlord/tenant relationship between the Successor Landlord and Tenant, subject to the terms hereof.

(c) Any other terms used in this Agreement but not otherwise defined herein, shall have the meanings defined in the Lease.

2. Subordination of Lease. The parties agree that, subject to the terms and conditions of the Lease and this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage,

and the lien maintained under all renewals, modifications, consolidations, replacements, and extensions of the Mortgage, to the full extent of the principal sum and all other amounts secured thereby, and interest thereon. Mortgagee shall have the right at any time to make the Mortgage subordinate to the Lease. Notwithstanding the foregoing, nothing in this Agreement shall affect Landlord's obligations under the Lease, including, without limitation, Landlord's obligation under the Lease with respect to its use of insurance proceeds or proceeds from a condemnation award.

3. Non-disturbance.

(a) Non-disturbance By Mortgagee. Mortgagee hereby consents to the Lease and upon the occurrence of any Foreclosure Event, so long as the Lease is in full force and effect and there is no ongoing material Tenant Default, Mortgagee shall not name or join Tenant as a defendant or otherwise in any exercise of Mortgagee's rights and remedies arising under the Mortgage, unless applicable law requires that Tenant be made a party thereto as a condition to proceeding against Landlord. In the latter case, Mortgagee may join Tenant in such action only for such limited purpose, and not to terminate the Lease, or to terminate Tenant's possession of the Premises, or to otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. Additionally, upon the occurrence of any Foreclosure Event, so long as the Lease is in full force and effect, and there is no ongoing material Tenant Default, Mortgagee shall neither terminate the Lease nor disturb Tenant's possession of the Premises under the Lease, except in accordance with the terms of the Lease.

(b) Non-disturbance by Successor Landlord. So long as the Lease is in full force and effect and there is no ongoing material Tenant Default, Successor Landlord shall not terminate or disturb Tenant's possession or use of the Premises under the Lease, except in accordance with the terms of the Lease.

4. Attornment. Subject to paragraphs 3 and 5 hereof, upon the occurrence of a Foreclosure Event, Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease, and Tenant shall recognize and attorn to such Successor Landlord, and the Lease shall continue in full force and effect as a direct lease between such Successor Landlord and Tenant. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto, provided that Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives notice pursuant to paragraphs 9 and 10 hereof, from Successor Landlord that it has succeeded to the interest of Landlord under the Lease. In such case, Landlord hereby irrevocably authorizes Tenant to make any required payments to Successor Landlord and releases and discharges Tenant of, and from, any liability to Landlord on account of any such payments, even if such payments are made to Successor Landlord in error. 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 reasonably necessary to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease. Successor Landlord shall have the same remedies in the event of any Tenant Default that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any provision of 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), except to the extent that the act or omission is of a continuing nature that (i) existed as of the date of attornment, and (ii) violate Successor Landlord's obligations as landlord under the Lease; provided, however, that Successor Landlord shall not be liable for any monetary damages accruing as a result of acts or omissions which occurred prior to Successor Landlord's acquisition of the Property; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) unless Mortgagee had notice of same and an opportunity to cure prior to a Foreclosure Event and except in respect to Tenant's ongoing rights pursuant to Section 18 of the Lease relating to Tenant's self-help and offset rights in the event of a Landlord Default under the Lease; or

(c) bound by any base or additional rent that Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord) unless such payments were actually delivered to Successor Landlord; or

(d) bound by any amendment or modification of a material term, provision or condition of the Lease, or waiver of any of its material terms, made without its consent, which consent shall not be unreasonably withheld, delayed, or conditioned, which results in reduction of rent or other sums due under the Lease or that would adversely affect the economic terms of the Lease, materially decrease the economic benefits of the Lease for Successor Landlord, or materially increase Successor Landlord's obligations; or

(e) liable for any security deposit paid by Tenant unless the amount owed was actually delivered to Successor Landlord; or

(f) bound by any cancellation, termination, or surrender of the Lease, except as expressly provided under the Lease; or

(g) bound by any assignment of the Lease or subletting of any portion of the Premises, except as expressly provided under the Lease; or

(h) liable for the payment of any construction allowance or contribution towards the cost of work performed by Tenant at the Premises in excess of \$1,000,000.00 (amounts less than \$1,000,000.00 must not have already been advanced to Landlord and only in connection with increases in costs of the construction due to change orders in accordance with Exhibit C of the Lease and any lump sum payment due and payable to Tenant in accordance with Section 2(A)(a) of Exhibit C of the Lease; 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 Property.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall not extend beyond Successor Landlord's interest in the Property, 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 for payment or discharge of any obligations of Successor Landlord under the Lease as amended or affected by this Agreement.

7. Mortgagee's Right to Cure.

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

(b) Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of fifteen (15) business days after the date of receipt of any such Default Notice in which to cure the Landlord Default, prior to Tenant's exercising any remedies it may have under the Lease, unless such breach or default creates an emergency situation, in which case Tenant shall have the right to proceed immediately and pursue its rights as set forth in Section 18 of the Lease without regard to Mortgagee's cure period. Mortgagee shall have no obligation to cure any such breach or default by Landlord, unless and until Mortgagee holds legal title or possession of the Property.

8. 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 Mortgagee assigns the Mortgage, then upon delivery to Tenant of notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, such assumption to be reasonably acceptable to Tenant in form and substance, all liability of the assignor shall terminate.

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

(c) Conflict Between Lease and Agreement. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and Successor Landlord.

(d) Interpretation; Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of the state or commonwealth where the Property is located, excluding its principles of conflicts of law.

(e) Amendments. This Agreement may be amended only by a written instrument executed by all parties, which amendment shall be effective only when a duly executed original or copy is delivered to each party.

(f) Counterparts and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the parties to one of such counterparts. All of such counterparts shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single page. The delivery of a copy of a counterpart of a signature page of this Agreement, bearing an original signature, by facsimile or by electronic mail in "pdf", or "portable document format" form, or by any other "read only" electronic means which shall preserve the original graphic appearance of such signature page and such signature, shall have the same effect as the physical delivery of the paper version of such signature page to this Agreement bearing the original

signature.

(g) Notice by Landlord to Tenant. Landlord hereby agrees to notify Tenant in writing of any release, satisfaction or termination of the Mortgage.

9. Notices. Any notice or other communication to the parties shall be sent to the addresses set forth in the caption to this Agreement, or such other addresses as a party may from time to time specify by notice in writing to any other party. Any such notice or other communication shall be in writing, and shall be given by certified mail, return receipt requested, postage prepaid; or by FedEx Express or other nationally recognized private, overnight courier, with receipt of delivery. Notice will be deemed given (i) five (5) business days after deposit in the U.S. Mail or on such earlier date as same is actually received; or (ii) one (1) business day after deposit with a nationally recognized overnight courier.

10. Rent Payments. If Landlord defaults in the performance of its obligations under the Mortgage, Tenant shall recognize any assignment of rents Landlord made to Mortgagee and shall pay to Mortgagee as assignee all rents that become due under the terms of the Lease after the date of Tenant's receipt of the assignment agreement or other legal documentation reasonably verifying the right of Mortgagee to receive rent and other payments under the Lease, and IRS Form W-9 (Request for Taxpayer Identification Number and Certification) from Mortgagee, which may require completion of the Tenant's online onboarding/new-payee process, together with notice from Mortgagee that Landlord is in default under the terms of the Mortgage. Landlord authorizes Tenant to accept Mortgagee's direction and waives all claims against Tenant for any sums so paid at Mortgagee's direction. Mortgagee acknowledges, however, that Tenant shall be making payments of rent to Landlord by means of computer-generated checks or other electronic payment and that Tenant shall require a period of time within which to re-program its accounts payable computer system to reflect Tenant's receipt of Mortgagee's direction. Consequently, Tenant shall have no liability to Mortgagee for any regularly scheduled installment of rent remitted to Landlord during the period that begins on the date of Tenant's receipt of Mortgagee's direction and that ends thirty (30) days after that date. Landlord shall indemnify, defend and hold harmless Tenant, its agents, servants and employees, from and against any and all claims, actions, liabilities, damages and expenses (including reasonable attorneys' fees and costs) arising out of or related to Tenant's compliance with Mortgagee's instructions pursuant to this paragraph 10, even if such instructions were given, and payments made, in error. Tenant's payment of rents to Mortgagee in accordance with the foregoing will continue until the first to occur of the following:

(a) no further rent is due or payable under the terms of the Lease; or

(b) Mortgagee gives Tenant notice that Landlord has cured the default that existed under the Mortgage and instructs Tenant to make subsequent remittances of the rent to Landlord; or

(c) a transfer of the Property occurs and the purchaser and Mortgagee give Tenant notice of such transfer, together with the legal documents giving evidence to such transfer, IRS Form W-9, and other information required by Tenant to change its accounts payable system, which may require completion of the Tenant's online onboarding/new payee process. The purchaser will automatically succeed to Landlord's interest under the terms of the Lease, after which time the rents and other benefits accruing in favor of Landlord under the terms of the Lease shall be payable to the purchaser as the owner of the Premises.

11. Copy of Agreement. No provision of this Agreement shall be binding upon Tenant unless and until Landlord and Mortgagee shall have also duly executed this Agreement and a duplicate original of this Agreement has been provided to Tenant at the address set forth in the caption to this Agreement..

**[Remainder of Page Intentionally Left Blank;
Signature and Notary Pages to Follow]**

LANDLORD:

INTEGRATED GAZELLE, LLC

By: [Signature]
Name: Steve Layton
Title: Manager

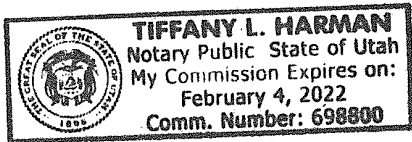
State of Utah

County of Salt Lake ^{ss.}

On this 10 day of May, in the year 2021, before me Tiffany Harman, a notary public, personally appeared Steve Layton, the Manager, of Integrated Gazelle, LLC, a Utah limited liability company, on behalf of said limited liability company, 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 Signature



MORTGAGEE:

ZIONS BANCORPORATION, N.A.
dba Zions first National Bank

By: 
Name: Jeffrey Holt
Title: Senior Vice President

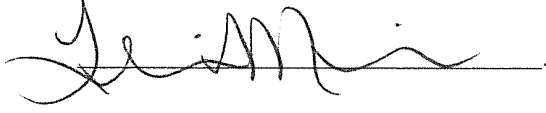
State of Utah

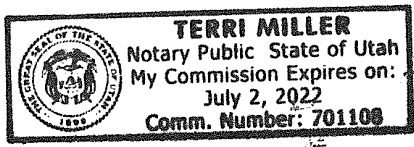
County of Salt Lake ^{SS.}

On this 14th day of May, in the year 2021, before me Terr Miller a notary public, personally appeared Jeffrey Holt, a Senior Vice President of ZIONS BANCORPORATION, N.A. dba Zions First National Bank, on behalf of said national banking 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) _____

Notary Signature





SNDA EXHIBIT A
PROPERTY

That certain real property situated in the County of Salt Lake, State of Utah and described as follows:

Parcel 1:

All of Lot 1, 201 Logistics Center – Plat 1, according to the official plat recorded April 29, 2021 as Entry No. 13648066 in Book 2021 at Page 104 of Official Records, on file and of record in the office of the Salt Lake County Recorder.

Parcel 2:

A 30.00-foot-wide permanent, non-exclusive easement, as disclosed by that certain Easement recorded April 29, 2021 as Entry No. 13648067 in Book 11166 at Page 234 and being located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows: BEGINNING at a point South 00°05'16" West 202.62 feet along the east line of the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 89°54'44" West 33.00 feet from the Center Quarter Corner of said Section 21, and thence South 86°18'04" East 36.73 feet; thence South 80°33'27" East 29.74 feet to a point 33.00 feet perpendicularly distant easterly of said east line of the Southwest Quarter of Section 21; thence parallel to said line South 00°05'16" West 30.40 feet; thence North 80°33'27" West 33.17 feet; thence North 86°18'04" West 33.33 feet to a point 33.00 feet perpendicularly distant westerly of east line of the Southwest Quarter; thence parallel to said line North 00°05'16" East 30.06 feet to the POINT OF BEGINNING.