

RECORDATION REQUESTED BY:

Tony J. Bickel, Esq.
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202

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11/14/2019 2:05:00 PM \$40.00
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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED MAIL TO:

Tony J. Bickel, Esq.
Dinsmore & Shohl, LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SUBORDINATION AND ATTORNMENMENT AGREEMENT

LANDLORD: RT ASSETS, LLC,
a Utah limited liability company,

LENDER: NATIONWIDE LIFE INSURANCE COMPANY,
an Ohio corporation

TENANT: QUALITY DISTRIBUTION, INC.,
a Utah corporation

Legal Descriptions: See Exhibit A.

Parcel Identification No.: 07-25-301-001

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement"), is made this 14th day of November, 2019, by and among **QUALITY DISTRIBUTION, INC.**, a Utah corporation, whose address is 5550 John Cannon Drive, Salt Lake City, Utah 84116 ("Tenant"), **NATIONWIDE LIFE INSURANCE COMPANY**, an Ohio corporation, its successors and assigns, whose address in One Nationwide Plaza, 1-05-701, Columbus, Ohio, Attention: Real Estate Investments (Loan Servicing) ("Lender"), and **RT ASSETS, LLC**, a Utah limited liability company, whose address is 5550 John Cannon Drive, Salt Lake City, Utah 84116 ("Landlord").

BACKGROUND

A. Lender is the owner and holder of: (i) that certain Trust Deed and Security Agreement (the "Deed of Trust") dated of even date herewith, in the original amount of \$22,000,000.00, on the real estate more particularly described on Exhibit A attached hereto (the "Property"); and (ii) an Assignment of Leases, Rents and Profits (the "Assignment") dated of even date herewith executed by Landlord for the benefit of Lender. The Deed of Trust, the Assignment and any other instruments evidencing the loan to Landlord are collectively referred to as the "Security Documents".

B. Tenant and Landlord are parties to a certain lease between Landlord and Tenant dated November 1, 2019 (as the same may be amended from time to time in accordance with this Agreement, the "Lease").

C. Pursuant to the Lease, Tenant leases from Landlord the premises described therein (the "Premises"), located in Salt Lake City, Salt Lake County, Utah, and constituting a portion of the Property.

D. Tenant, Landlord and Lender desire to confirm their understanding with respect to the Security Documents and the Lease.

NOW THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree and covenant as follows:

1. Subordination. The Lease and all rights, options, liens and charges of Tenant thereunder are hereby subordinated and made subject to the Security Documents, and any modification, renewal, substitution, extension or replacement thereof and each advance made thereunder as though the Security Documents, and each such modification, renewal, substitution, extension or replacement were executed and recorded, and the advance made, prior to the execution of the Lease; provided, however, in the event Lender at any time elects to have this Lease constitute a prior and superior lien to its Deed of Trust, then, and in such event, upon Lender or Landlord notifying Tenant to that effect in writing, the Lease will be deemed prior and

superior in lien to the Deed of Trust, whether the Lease is dated prior to or subsequent to the date of the Deed of Trust.

2. Election to Continue Attornment. If Lender succeeds to the interest of Landlord, as landlord under the Lease, or if the Property or the Premises are sold pursuant to Lender's rights under the Security Documents to a purchaser ("Purchaser"), and Lender or Purchaser elects, in its sole discretion, to continue the effectiveness of the Lease, then Tenant shall attorn to Lender or to Purchaser and shall recognize Lender, or such Purchaser, thereafter as landlord under the Lease and agrees to be bound under all the terms, covenants and conditions of the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments.

3. Lender's Rights and Obligations. If Lender exercises any of its rights under the Security Documents, or if Lender shall succeed to the interest of Landlord under the Lease, or if any Purchaser acquires the Security Documents, the Property, or the Premises, then Lender or Purchaser shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any applicable notice and cure period) in the payment of rent or in the performance or observance of any of the terms, covenants and conditions of the Lease on Tenant's part to be paid, performed or observed that Landlord had or would have had if Lender or Purchaser had not succeeded to the interest of the present Landlord. Lender or Purchaser shall not be subject to any liability or obligation to Tenant (under the Lease or otherwise) until Lender or such Purchase shall have obtained title to the Property or Premises, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender or such Purchaser has obtained title to the Property or the Premises.

4. Rent Notice. Tenant acknowledges the Assignment and after written notice (the "Rent Notice") is given to Tenant by Lender, Tenant shall thereafter pay to Lender all rent and other amounts due or to become due (the "Rent") to Landlord under the Lease and Tenant shall not be liable to Lender for Rent paid to Landlord prior to receipt of the Rent Notice provided no Rent has been paid more than thirty (30) days in advance. Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on the Rent Notice, without any inquiry into the factual basis or any prior notice to or consent from Landlord and hereby releases Tenant from all liability, excepting Tenant fraud, to Landlord in connection with Tenant's compliance with the Rent Notice.

5. Notice and Right to Cure. Tenant agrees, until the Deed of Trust is released by Lender, to provide Lender (at the address noted above) with a copy of each notice of default given to Landlord under the Lease at the same time such notice of default is given to Landlord. In the event of any default by Landlord under the Lease, Tenant shall not seek to terminate the Lease or to exercise any rights to setoff or abate Rent or any other remedies, until Lender has received such notice and has been given the opportunity, but without undertaking Landlord's other obligations under the Lease, to cure the default within sixty (60) days from receipt of notice. In the event Lender, has begun action to cure the default, but not completed the same during the sixty (60) day period, Tenant agrees that Lender shall have a reasonable period of

time thereafter to do so. If the default is such that it cannot practically be cured by Lender without taking possession of the Premises, Tenant agrees that any right it may have to terminate the Lease or to setoff or abate any Rent, shall be suspended for a reasonable period of time so long as Lender is diligently proceeding to acquire possession of the Premises, by foreclosure or is otherwise undertaking to cure the default of Landlord. Notwithstanding the foregoing, Lender shall have no obligation to cure any default under the Lease.

6. Parties Bound. The provisions of this Agreement shall be binding upon and inure to the benefit of Tenant, Lender and Landlord and their respective successors and/or assigns. Any party may record this Agreement at any time.

7. Captions. Captions and headings of sections are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

8. Counterparts. This Agreement may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

[TENANT, LENDER AND LANDLORD'S SIGNATURE PAGES FOLLOW]

[Signature Page to Subordination and Attornment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TENANT:

QUALITY DISTRIBUTION, INC.,
a Utah corporation

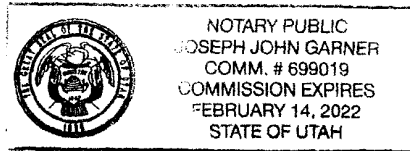
By: R. Jasper
Name: ROSITA M. JASPER
Title: PRESIDENT

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 29 day of OCTOBER, 2019, before me, the undersigned officer, personally appeared ROSITA JASPER, who acknowledged himself/herself to be the PRESIDENT of **QUALITY DISTRIBUTION, INC.**, a Utah corporation, and that he/she, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joseph John Garner
Notary Public
My Commission Expires:
FEBRUARY 14, 2022



[LENDER AND LANDLORD'S SIGNATURE PAGES FOLLOW]

[Signature Page to Subordination and Attornment Agreement]

LENDER:

**NATIONWIDE LIFE INSURANCE
COMPANY, an Ohio corporation**

By: *[Signature]*
Name: MICHAEL C. BEIDELMAN *BRC*
Title: SENIOR INVESTMENT PROFESSIONAL
REAL ESTATE INVESTMENTS
AUTHORIZED SIGNATORY

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

On this 17th day of November, 2019, before me, the undersigned officer, personally appeared Michael C. Beidelman, who acknowledged himself to be the Sr. Investment Professional of NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, and that he/she, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing such instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public
My Commission Expires:
May 18, 2023



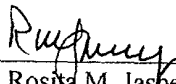
ELIZABETH CALLAHAN
Notary Public, State of Ohio
My Commission Expires
May 18, 2023

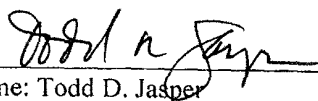
[LANDLORD'S SIGNATURE PAGES FOLLOW]

[Signature Page to Subordination and Attornment Agreement]

LANDLORD:

RT ASSETS, LLC,
a Utah limited liability company

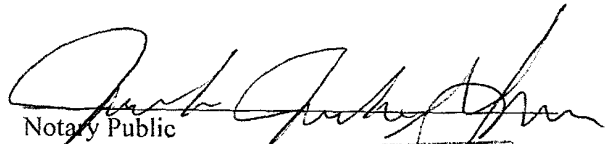

Name: Rosita M. Jasper
Title: Manager


Name: Todd D. Jasper
Title: Manager

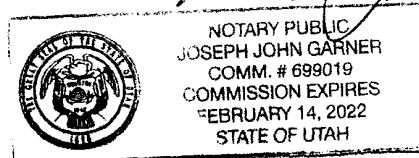
STATE OF UTAH :
: ss:
COUNTY OF SALT LAKE :

Sworn to and acknowledged before me, a Notary Public in and for said state, by Rosita M. Jasper, the Manager of RT ASSETS, LLC, a Utah limited liability company, for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 29 day of October, 2019.

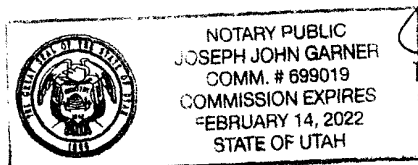

Notary Public

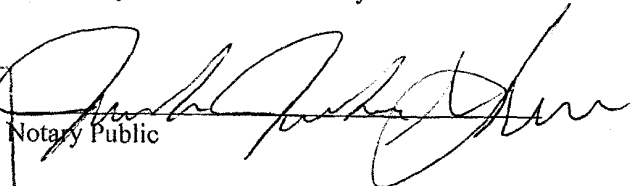
STATE OF UTAH :
: ss:
COUNTY OF SALT LAKE :



Sworn to and acknowledged before me, a Notary Public in and for said state, by Todd D. Jasper, the Manager of RT ASSETS, LLC, a Utah limited liability company, for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my notarial seal on this 29 day of October, 2019.




Notary Public

Quality Distribution III
15225024

Loan No. 00-1102982

JOINDER OF GUARANTOR

The undersigned, Rosita M. Jasper and Todd D. Jasper, guarantors of the Lease pursuant to that certain Agreement of Personal Guaranty dated November 1, 2019 (the "Guaranty"), join in the foregoing Subordination and Attornment Agreement for the purpose of consenting to be bound thereby and confirming that the Guaranty is in full force and effect, unamended, and that the undersigned have no claim of offset, defense or counterclaim to their obligations under the Guaranty and have no defenses to enforcement of the Guaranty in accordance with its terms.

Dated November 13th, 2019.

GUARANTOR:

Rosita M. Jasper
ROSITA M. JASPER

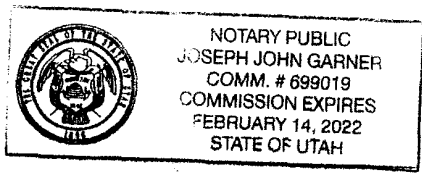
Todd D. Jasper
TODD D. JASPER

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 29 day of OCTOBER, 2019, before me, the undersigned officer, personally appeared Rosita M. Jasper, who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joseph John Garner
Notary Public
My Commission Expires:
FEBRUARY 14, 2022

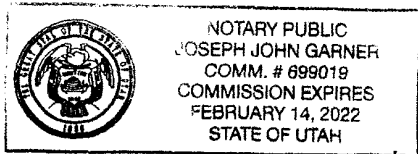


STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 29 day of OCTOBER, 2019, before me, the undersigned officer, personally appeared Todd D. Jasper, who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joseph John Garner
Notary Public
My Commission Expires:
FEBRUARY 14, 2022



Quality Distribution III
15225024

Loan No. 00-1102982

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Beginning at a point North 00°06'10" East 1284.32 feet along the section line from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 00°06'10" East 1351.87 feet along said section line to the West quarter corner of said Section 25; thence North 00°06'02" East 293.67 feet along said section line; thence South 81°47'49" East 743.89 feet; thence South 1539.01 feet; thence South 89°58'11" West 739.22 feet to the point of beginning. (Also known as Lot 2, Coans Subdivision)

PARCEL 1A:

A non-exclusive easement for storm drainage purposes, appurtenant to Parcel 1, as described in that certain Drainage Access Easement Agreement recorded November 20, 2017 as Entry No. 12662571 in Book 10621 at Page 2875.

Tax Id No.: 07-25-301-001