

When recorded, mail to:

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**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 the 11 day of October, 2019 by and among RIMINI PROPERTIES, LLC, a
Utah limited liability company (the "Landlord"), FCA US LLC, a Delaware limited liability company
("Tenant"), and BOKF, NA dba BOK Financial ("Lender").

RECITALS:

A. Lender extended a loan to Landlord in the original principal amount of SIX MILLION FIVE
HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,500,000.00) ("Loan") on the terms and conditions
contained therein. Landlord executed and delivered to Lender a certain Promissory Note of approximately even
date herewith made payable to Lender in the original principal amount of SIX MILLION FIVE HUNDRED
THOUSAND AND NO/100 DOLLARS (\$6,500,000.00) (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 (the "Deed of Trust"), which will be recorded in the
official records of Davis County, Utah, encumbering the property described on Exhibit A attached hereto and
made a part hereof and all improvements thereon (the "Real Estate").

B. Pursuant to that certain Commercial and Industrial Lease by and between Landlord and Tenant
with respect to the Real Estate (as amended from time to time, the "Lease"), Landlord has leased a portion of
the Real Estate to Tenant on the terms and conditions set forth in the Lease.

C. 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:

I. Definitions. The following terms shall have the following meanings for purposes of this
Agreement:

4833-2903-0813

RECORD & RETURN TO:
OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY
2 Hudson Place, 5th Floor
Hoboken, NJ 07030
(201) 610-9455

UT-10115-20

(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 is in full force and effect and Tenant is not in default under the Lease beyond any applicable notice or 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 been 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 and this Agreement; (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 or this Agreement, 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 which, in the reasonable judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Tenant shall be under no obligation to pay rent to Successor Landlord until Tenant receives written notice and a certified copy of an executed transferring document or certified court order from Successor Landlord that it has succeeded to Landlord's interest under the Lease or a copy of the assignment of rents and leases in favor of Lender, such notice shall be provided to Tenant at least 30 days prior to Tenant having any obligation to pay rent to Successor Landlord

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 and subject to any applicable notice requirements) 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, 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 Real Estate; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except to the extent that the underlying circumstances giving rise to such offset or defense are 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 offset right for monetary damages accruing as a result of acts or omissions which occurred prior to Successor Landlord's acquisition of the Real Estate; 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), except to the extent (i) such monies are actually received by Successor Landlord, or (ii) such monies are required to be paid in advance under the terms and conditions of the Lease; or

(d) bound by any material amendment or modification of the Lease, or material waiver of any of its terms, made without Lender's or Successor Landlord's consent (for purposes of this Section 5(d), a "material" amendment, modification or waiver means one that reduces the rent, term, size of Tenant's leased premises or Tenant's obligation to pay operating expense reimbursements or common area charges; transfers to Landlord costs or expenses previously paid by Tenant; or adds options on the part of the Tenant to expand Tenant's leased premises or to purchase all or any portion of the Real Estate; 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; or

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

(h) liable for any breach of representation or warranty of any prior landlord (including Landlord); 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 Real Estate; provided, however, that Tenant shall have the 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 limit Tenants right of occupancy or use under the Lease and Successor Landlord 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 without limitation insurance and condemnation and similar proceeds, other income from the Real Estate, and Successor Landlord's interest in the Lease (collectively, "*Successor Landlord's Interest*"). Except in the event of Successor Landlord's gross negligence or willful misconduct, 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. Except in the event of Successor Landlord's gross negligence or willful misconduct, 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. Except in the event of Successor Landlord's gross negligence or willful misconduct, 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, or 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, provided that during the time available to Landlord under the Lease to cure the breach or default, Lender undertakes to Tenant by written notice to Tenant to exercise reasonable efforts to cure such breach or default during such thirty (30) days. 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 and except as otherwise set forth in this Agreement.

(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 (i) 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 and (ii) no event of emergency posing immediate, material danger to the Property or personal property of Tenant or safety of persons at the Property then exists, 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, provided that such time period does not extend beyond ninety (90) days from the Default Notice. 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.

(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 Tenant's actual knowledge, no breach or default by Landlord exists.

(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: Tom Stuart
259 River Bend Way, Suite 102
North Salt Lake City, Utah 84054

In the case of Tenant, to: FCA US LLC
1000 Chrysler Drive, CIMS 485-12-78
Auburn Hills, Michigan 48326
Attention: Manager, Corporate Real Estate

With a copy to: FCA US LLC
1000 Chrysler Drive, CIMS 485-14-23
Auburn Hills, Michigan 48326
Attention: Counsel, Real Estate, Office of General Counsel

In the case of Lender, to: BOKF, NA dba BOK Financial
16767 N. Perimeter Drive, Suite 200
Scottsdale, Arizona 85260
Attention: Darin Visscher

With a copy to: Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: James H. Jones, Esq.

Landlord shall give notice to Tenant of the reconveyance or other release of the Deed of Trust within 30 days of the date of the reconveyance or other release is recorded.

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 thereafter accruing 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) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Limitation. This Agreement shall not apply to any furniture, inventory, equipment, signs, trade fixtures and other property owned or leased by Tenant which is now or hereafter placed or installed on the Premises, and Tenant shall have the full right to remove said property at the expiration of the term of the Lease.

(j) Insurance. Notwithstanding any provisions in the Deed of Trust to the contrary, all condemnation awards or insurance proceeds paid or payable with respect to the premises demised under the Lease and received by Lender shall be applied as set forth in the Lease.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

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

RIMINI PROPERTIES, LLC,
a Utah limited liability company

By: [Signature]
Name: Tom Stuart
Title: Manager

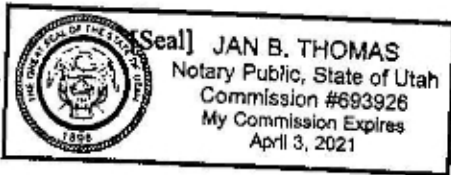
"Landlord"

STATE OF Utah)
COUNTY OF Davis)
: ss.

The foregoing instrument was acknowledged before me this 11 day of October, 2019, by Tom Stuart, a Manager of Rimini Properties, 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.

[Signature]
NOTARY PUBLIC



[Signatures Continue on Following Page]

FCA US LLC,
a Delaware limited liability company

By: Gretchen Sonogo
Name: Gretchen Sonogo
Title: Director, Treasury

"Tenant"

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

: ss.

The foregoing instrument was acknowledged before me this 4th day of November, 2019, by Gretchen Sonogo, a Director, Treasury of FCA US LLC, a Delaware limited liability company, for and on behalf of said company.

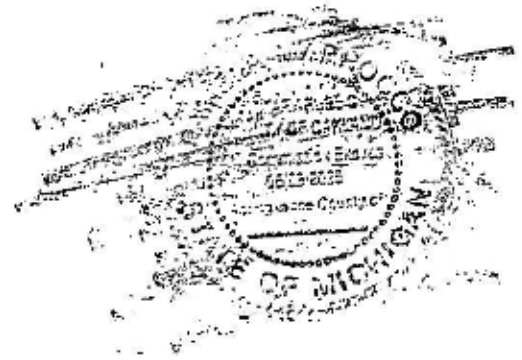
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Pamela Marrocco
NOTARY PUBLIC

[Seal]

PAMELA MARROCCO
Notary Public, Oakland County, Michigan
My Commission Expires June 9, 2026
Acting in the County of Oakland

[Signatures Continue on Following Page]



**EXHIBIT A
LEGAL DESCRIPTION**

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

Parcel 1:

Lot 2, Parrish Creek Subdivision, according to the official plat thereof, on file and of record in the office of the Davis County Recorder, recorded December 29, 2017 as Entry No. 3067633 in Book 6921 at Page 119.

Parcel 1A:

Together with non-exclusive easements as created, limited and defined by that certain Declaration of Covenants, Conditions, Restrictions and Easements for Parrish Creek made by RIMINI Properties, LLC, a Utah limited liability company, dated October 19, 2017 and recorded October 31, 2017 as Entry No. 3055346, in Book 6882, Page 1640, of Official Records.

BLOOMFIELD 22624-1118 2571495v2