

08-16-400-019
137285-ETB
Transaction No. ZFN-3206756

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12/18/2020 4:46:00 PM \$40.00
Book - 11083 Pg - 8390-8400
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, RETURN TO:

Zions Bancorporation, N.A.,
dba Zions First National Bank
Enterprise Loan Operations-UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

ASSIGNMENT OF LEASES

This Assignment of Leases (the "Assignment") is made and executed this 18th day of December, 2020 (the "Closing Date"), by Hamilton I-215 Logistics Center LLC, a Delaware limited liability company ("Borrower"), and Zions Bancorporation, N.A., dba Zions First National Bank ("Zions Bank"), in its capacity as administrative agent ("Administrative Agent"), on behalf and for the benefit of (i) itself as a lender, and (ii) any other bank or financial institution that may become a lender in connection with the Loan (each, a "Lender").

RECITALS

A. In accordance with a Construction and Term Loan Agreement between Borrower, Administrative Agent, and each Lender, dated the Closing Date (the "Loan Agreement"), Borrower is executing a Promissory Note in favor of Zions Bank, as a Lender, in the original principal amount of Twenty-Nine Million One Hundred Thirty Thousand Dollars (\$29,130,000.00) dated the Closing Date, and all renewals, extensions, modifications, and replacements thereof (collectively, the "Note"), which Note evidences the construction and term loan to Borrower (the "Loan").

B. Pursuant to the Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date (the "Trust Deed") in which Borrower appears as "Trustor", Zions Bank appears as "Trustee", and Lender appears as "Beneficiary", and which encumbers the real property (the "Property") together with the improvements thereon located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Project"), Borrower has granted to Administrative Agent a lien on the Project to secure the Note.

C. There have been and/or may be lease agreements entered into by Borrower and tenants of the Project, and other leases affecting the Project, or any building or improvement located on the Property, all subject to the terms and conditions of the Loan Documents.

D. Administrative Agent desires, and Borrower agrees, to further secure the Note and the Loan Agreement with an assignment of the leases.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Administrative Agent agree as follows:

1. Assignment. Borrower hereby absolutely and unconditionally assigns and transfers unto Administrative Agent all right, title, and interest of Borrower in and to all leases of the Project or any portion of the Project, now existing or hereafter created, together with all rents, subrents and other amounts received for the use of all or any portion of the Property or the Improvements, including without limitation, any and all rental agreements and arrangements of any kind for all or any portion of the Project now owned or hereafter acquired, and all proceeds from such leases, rents, subrents and other amounts received for the use of all or any portion of the Property or the Improvements, now or hereafter existing or entered into, together with all right, title and interest of Borrower in and to all other leases or subleases covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all security deposits made by the lessees thereunder (the "Lessee" or "Lessees") and together with all extensions, renewals, modifications or replacements thereof, as well as all guaranties of Lessee's obligations under any provisions thereof and under any and all extensions and renewals thereof (collectively the "Leases").

2. License to Collect. This Assignment shall inure to the benefit of Administrative Agent, its successors and assigns for the payment of the principal and interest provided to be paid in or by the Note, the performance of the agreements of Borrower contained in the Loan Agreement and the Trust Deed, and the performance of the agreements of Borrower contained in the Loan Documents and any other document evidencing, securing, or relating to the disbursement or administration of the proceeds of the Note (all of which agreements and obligations are collectively referred to as the "Obligation"), reserving to Borrower, however, a revocable, temporary right and license only to collect, except as hereinafter provided, the rents, income, and profits accruing by virtue of the Lease as they respectively become due (the "License"), but not in advance, and to enforce the agreements of the Lease, as long as Borrower's actions do not result in an Event of Default with respect to the Obligation or this Assignment.

3. Administrative Agent as Creditor of Lessee. Administrative Agent, and not Borrower, shall be the creditor of each Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Lessee. Administrative Agent, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Administrative Agent shall have the option to apply any monies received by Administrative Agent as such creditor towards the reduction of the principal or interest of the Obligation as Administrative Agent may elect.

4. Default Remedies of Administrative Agent. If an Event of Default occurs with respect to the Obligation or this Assignment, and until such Event of Default shall have been fully cured, the License of Borrower to collect rents, income, and profits shall cease and terminate. Administrative Agent would thereby be authorized at its option to enter and take possession of all

or part of the Project, and to perform all acts necessary for the operation and maintenance of the Project in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Administrative Agent shall be authorized, but shall be under no obligation, to collect the rents, income, and profits arising from the Lease, and to enforce performance of any other terms of the Lease including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the Project, or any part thereof, relet all or part of the Project, and collect all rents, income, and profits under such new lease. Administrative Agent shall, after payment of all proper costs, charges, and any damages, apply the net amount of income to the sums then due to Administrative Agent under the Obligation as set forth in the Loan Agreement. Administrative Agent shall have sole discretion as to the manner in which such net income is applied, and the items that shall be credited thereby. Notwithstanding any other provision of this Assignment of Leases, Borrower's and Lender's rights, remedies, and obligations with respect to the Leases and the Rents shall be governed by the Utah Uniform Assignment of Rents Act in Utah Code Annotated, Section 57-26-101, *et. seq.*, as amended from time to time.

5. Termination of Assignment. When Administrative Agent has been paid for the full amount of the Obligation and such payment is evidenced by a recorded satisfaction or release of the Trust Deed, this Assignment shall no longer be in effect and shall be void.

6. Notice to Lessees of Borrower's Default. Borrower shall irrevocably authorize each Lessee, upon demand and notice from Administrative Agent of Borrower's Event of Default with respect to the Obligation, to pay all rents, income, and profits under the Lease to Administrative Agent. In such situation, Administrative Agent shall not be liable to Lessee for the determination of the actual existence of any Event of Default claimed by Administrative Agent. Lessees shall have the right to rely upon any such notices of Administrative Agent that Lessees shall pay all rents, income, and profits to Administrative Agent, without any obligation or right to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against Lessees for any rents paid by Lessees to Administrative Agent. Upon the curing of all Events of Default caused by Borrower under the Obligation, the Trust Deed, this Assignment, and any other Loan Document, Administrative Agent shall give Lessees written notice of such cure, and thereafter, until further notice from Administrative Agent, Lessees shall pay the rents, income, and profits to Borrower.

7. Assignment of Borrower's Interest in Lease. Administrative Agent shall have the right to assign Borrower's right, title, and interest in the Lease to any subsequent holder of the Trust Deed and to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Borrower shall have been barred and foreclosed of all right, title, interest, and equity of redemption in the premises, no assignee of Borrower's interest in the Lease shall be liable to account to Borrower for the rents, income and profits thereafter accruing.

8. Indemnification of Administrative Agent. Borrower shall pay, protect, defend, indemnify and hold Administrative Agent harmless of and from any and all liability, loss, or damage that Administrative Agent may incur under the Lease or by reason of this Assignment other than such liability, loss, or damage as may be occasioned by Administrative Agent's or any Lender's gross negligence or willful misconduct. Such indemnification shall also cover any and

all claims that may be asserted against Administrative Agent by reason of any alleged obligation to be performed by Administrative Agent under the Lease or this Assignment. Nothing in this paragraph shall be construed to bind Administrative Agent to the performance of any Lease provisions, or to otherwise impose any liability upon Administrative Agent including, without limitation, any liability under the Lease's covenant of quiet enjoyment in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Trust Deed and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment shall not impose liability upon Administrative Agent for the operation and maintenance of the premises or for carrying out the Lease terms before Administrative Agent has entered and taken possession of the premises. Any loss or liability incurred by Administrative Agent by reason of actual entry and taking possession under the Lease or this Assignment or in the defense of any claims shall, at Administrative Agent's request, be reimbursed by Borrower. Such reimbursement shall include interest at the default rate set forth in the Note, costs, expenses, and reasonable attorneys' fees. Administrative Agent may, upon entry and taking of possession, collect the rents, income, and profits, and apply them toward reimbursement for the loss or liability.

9. Quality of Borrower's Title to Lease. Borrower represents itself to be the absolute owner of the Lease, with absolute right and title to assign it and the rents, income, and profits due or to become due thereunder; that the Lease is valid, in full force and effect, and has not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the rents, income, and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of any party; that Lessees have no defense, setoff or counterclaim against Borrower, that Lessees are in possession and paying rent and other charges under the Lease as provided therein; and that no rents, income, and profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Lease. Borrower covenants not to cancel, abridge, surrender, or terminate the Lease or change, alter, or modify it, either to reduce the amount of the rents, income, and profits payable thereunder, or otherwise change, alter, abridge or modify the Lease, or make any subsequent assignment of the Lease, or consent to subordination of the interest of any Lessee in the Lease without the prior written consent of Administrative Agent. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, or subordination of the Lease without the written consent of Administrative Agent shall be null and void.

10. Delivery of Necessary Instruments to Administrative Agent. Borrower shall execute and deliver to Administrative Agent and hereby irrevocably appoints Administrative Agent, its successors, and assigns as its attorney in fact to execute and deliver during the term of this Assignment, all further instruments as Administrative Agent may deem necessary to make this Assignment and any further assignment effective. The power hereby granted is coupled with an interest in the Project and is irrevocable.

11. Transfer of Title to Lessees; Cancellation of Lease. The Lease shall remain in full force and effect despite any merger of Borrower's and any Lessee's interest thereunder. In the event the Lease permits cancellation thereof on payment of consideration and the privilege of

cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Administrative Agent to be applied, at the election of Administrative Agent, to reduce the amount of the principal of the Obligation in the inverse order of maturity or to be held in trust by Administrative Agent as further security without interest for the payment of the principal and interest provided to be paid on the Obligation.

12. Lease Guaranties; Assignment of Lease; Alterations of Premises. Borrower shall not alter, modify, cancel or terminate any guaranties of the Lease without the written consent of Administrative Agent. Nor shall Borrower consent to any Lease assignment or subletting, nor agree to a subordination of the Lease to any mortgage or other encumbrance, other than that of Administrative Agent, now or hereafter affecting the Project without Administrative Agent's prior written consent. Borrower shall not permit a material alteration of or addition to the Project by any Lessee without Administrative Agent's prior written consent unless the right to alter or enlarge is expressly reserved by such Lessee in the Lease.

13. Borrower to Ensure Continued Performance under Lease. Borrower shall not execute any other assignment of the Lease, of any interest therein, or of any rents payable thereunder. Borrower shall perform all of its covenants as Lessor under the Lease, and shall not permit to occur any release of liability of any Lessee, or any withholding of rent payments by any Lessee. Administrative Agent shall promptly receive from Borrower copies of all notices of default Borrower has sent to any Lessee. Borrower shall, at Administrative Agent's request, enforce the Lease and all remedies available to Borrower thereunder upon any Lessee's default thereunder.

14. Changes in Obligation Terms. Notwithstanding any variation of the terms of the Obligation and/or the Trust Deed including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the real property subject to the Trust Deed, the Lease and the benefits hereby assigned shall continue as additional security in accordance with the terms of this Assignment.

15. Additions to and Replacement of Obligation. Administrative Agent may take security in addition to the security already given Administrative Agent for the payment of the principal and interest provided to be paid in or by the Obligation or by the Trust Deed or release such other security, and may release any party primarily or secondarily liable on the Obligation, may grant or make extensions, renewals, modifications, or indulgences with respect to the Obligation or Trust Deed and replacements thereof, which replacement of the Obligation or Trust Deed may be on the same or on terms different from the present terms of the Obligation or Trust Deed, and may apply to any other security thereof held by it to the satisfaction of the Obligation, without prejudice to any of its rights hereunder.

16. Future and Additional Leases. This Assignment shall apply and be effective with respect to any and all Leases entered into by Borrower and any lessee which may cover or affect any portion of the Project, which lease(s) may be entered into at any time during the period the Obligation remains outstanding and secured by the Trust Deed, regardless of whether such lease(s)

is/are in effect on the date this Assignment is executed. Upon the written request of Administrative Agent, Borrower shall give Administrative Agent prompt notice and provide Administrative Agent with a copy of any lease covering any portion of the Project it enters into, if the lease is not listed in this Assignment or is not in effect on the date of this Assignment. Upon notice from Administrative Agent to that effect, such lease shall be deemed included in this Assignment as though originally listed therein, and shall be subject to this Assignment in all respects.

17. Exercise of Administrative Agent's Rights. Administrative Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Administrative Agent's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Administrative Agent has under the Obligation and Trust Deed. Administrative Agent's rights and remedies hereunder may be exercised as often as Administrative Agent deems expedient.

18. Amendment, Modification, or Cancellation of Assignment. No amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be enforceable without Administrative Agent's prior written consent.

19. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, facsimile, or electronic mail communication directed to the email address for such person set forth below or as otherwise described below and any such notice shall be deemed delivered and received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgement), addressed as follows:

Administrative Agent: Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Timothy P. Raccuia
Email: timothy.raccuia@zionsbank.com

With copies to: Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, Utah 84111
Attn: John B. Lindsay
Email: jblindsay@kmclaw.com

Borrower: Hamilton I-215 Logistics Center LLC
c/o Hamilton Partners
222 South Main, Suite 1760
Salt Lake City, Utah 84101
Attn: George Arnold
Email: garnold@hpre.com

With copies to: Holland & Hart LLP
222 South Main, Suite 2200
Salt Lake City, Utah 84101
Attn: Carl W. Barton
Email: cbarton@hollandhart.com

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

20. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Borrower and Administrative Agent.

21. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

22. Jurisdiction of Utah Courts. Borrower acknowledges that by execution and delivery of this Assignment, Borrower has transacted business in the State of Utah and Borrower hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Assignment.

23. Attorneys' Fees. Upon the occurrence of an Event of Default, Administrative Agent may employ an attorney or attorneys to protect Administrative Agent's rights under this Assignment, and Borrower shall pay Administrative Agent reasonable attorneys' fees and costs actually incurred by Administrative Agent, whether or not action is actually commenced against Borrower by reason of such breach. Borrower shall also pay to Administrative Agent any attorneys' fees and costs incurred by Administrative Agent with respect to any insolvency or bankruptcy proceeding or other action involving Borrower or any guarantor as a debtor. If Administrative Agent exercises the power of sale contained in the Trust Deed or initiates foreclosure proceedings, Borrower shall pay all costs incurred and attorneys' fees and costs as provided in the Trust Deed.

24. Integrated Agreement and Subsequent Amendment. The Loan Documents, the Note, and the other agreements, documents, obligations, and transactions contemplated by this Assignment, constitute the entire agreement between Administrative Agent and Borrower with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Administrative Agent and Borrower. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT THESE AGREEMENTS ARE A

FINAL EXPRESSION OF THE AGREEMENTS BETWEEN ADMINISTRATIVE AGENT AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

All prior and contemporaneous agreements, arrangements and understandings between the parties to this Assignment as to the subject matter of this Assignment, are, except as otherwise expressly provided in this Assignment, rescinded.

25. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Assignment shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Assignment, and fax signatures thereon, shall have the same force, effect and legal status as an original.

26. Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used herein have the meanings given them in the Loan Agreement.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

BORROWER

HAMILTON I-215 LOGISTICS CENTER LLC,
a Delaware limited liability company

By: HP Hamilton I-215 Logistics Center LLC,
a Utah limited liability company,
Manager of Hamilton I-215 Logistics Center LLC

By: Bruce Bingham
Name: Bruce Bingham
Title: Manager

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17 day of December, 2020, by Bruce Bingham, Manager of HP Hamilton I-215 Logistics Center LLC, a Utah limited liability company, Manager of Hamilton I-215 Logistics Center LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public
Residing at: Salt Lake City, UT

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Commencing 80 rods West and 31 feet North from the Southeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 1031 feet; thence East 200 feet; thence North 200 feet; thence West 200 feet; thence North 1378 feet; thence East 1080 feet to the Utah State Road Right of Way Line; thence Southwesterly along said right of way line to the point of beginning.

LESS that portion lying within the street and that portion deeded to the State Road Commission.

ALSO LESS AND EXCEPTING the following described parcel:

All of I-215 Commerce Center Plat 1, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

The surveyed boundary description of the Real Property covered herein is as follows:

A parcel of land located in the Southeast quarter of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at a point on the West line of the East half of the Southeast quarter of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being South 89°53'55" West 1,319.75 feet along the South line of said Southeast quarter to said West line and along said line North 00°02'19" West 1,465.88 feet from the Southeast corner of said Section 16, and thence continuing along said line North 00°02'19" West 1,173.46 feet to the North line of said Southeast quarter; thence along said line North 89°53'41" East 1,007.97 feet to the West line of Interstate 215; thence along said line South 01°01'05" East 1,175.50 feet; West 1,028.07 feet to the point of beginning.