



W3245572

E# 3245572 PG 1 OF 16
Leann H. Killts, WEBER COUNTY RECORDER
13-Jul-22 1021 AM FEE \$40.00 DEP SLV
REC FOR: POLSINELLI PC - KANSAS CITY
ELECTRONICALLY RECORDED

After recording, return to:

Lesa Barringer
Polsinelli PC
1401 Lawrence Street, Suite 2300
Denver, Colorado 80202

Tax Parcel ID Nos. 15-031-0020 and 15-030-0117

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT 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, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”) is dated for reference purposes as of April 6, 2021 (“**Reference Date**”), and is entered into by and among UMB BANK, N.A., a national banking association (“**Bank**”), GB MS INDUSTRIAL, LLC, a Utah limited liability company (“**Landlord**”), and AMAZON.COM SERVICES LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS:

A. Landlord owns certain real property in the County of Weber, State of Utah, more particularly described in Exhibit A attached and made a part hereof by this reference (the “**Property**”). The term “**Project**” herein means that Property together with all improvements (the “**Improvements**”) located on it.

B. Tenant and Landlord, have entered into that certain Development Agreement dated as of March 31, 2021 (the “**Development Agreement**”) and that certain Lease Agreement dated as of March 31, 2021 (together with the Development Agreement, the “**Lease**”) under which Landlord leased to Tenant the Improvements as particularly described in the Lease (the “**Premises**”).

C. Pursuant to that certain Construction Loan Agreement of even date herewith entered into by and among the Bank and Landlord (as it may be amended, modified, extended, and renewed from time to time, the “**Loan Agreement**”), Bank has made or agreed to make a loan to Landlord in the principal amount of \$48,259,084.00 (the “**Loan**”). The Loan is evidenced by a Promissory Note of approximately even date herewith made payable to Bank in the original principal amount of the Loan (as it may be amended, modified, extended, and renewed from time to time, the “**Note**”) which is or will be secured by a deed of trust encumbering the Property (as it may be amended, modified, extended, and renewed from time

to time, the “**Deed of Trust**”) with an assignment of rents. The Loan Agreement, the Note, the Deed of Trust, this Agreement and all other documents and instruments identified in the Loan Agreement as “Loan Documents” shall be collectively referred to herein as the “**Loan Documents**.”

D. Bank, Landlord and Tenant have agreed to the following with respect to their mutual rights and obligations pursuant to and under the Lease and the Deed of Trust.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subordination; Consent to Assignment of Lease. Subject to the terms set forth herein, all of Tenant’s right, title and interest in and to the Project as set forth in the Lease are and shall remain subject and subordinate to the lien of the Deed of Trust and to each and every advance made or hereafter made under the Deed of Trust, and to the lien of all increases, amendments, modifications, supplements, consolidations, replacements, substitutions, extensions and renewals of the Deed of Trust so that at all times the Deed of Trust shall be and remain a lien on the Project prior and superior to the Lease for all purposes. Tenant acknowledges that Landlord has assigned to Bank all of its rights, titles and interests (but not obligations) in and to the Lease as additional security for the obligations of Landlord in respect of the Loan.

2. Non-Disturbance. Bank covenants and agrees with Tenant that if no Tenant Default (as defined in the Lease) exists under the Lease, then in the event of an action or proceeding to foreclose or otherwise enforce the Deed of Trust or a conveyance in lieu of foreclosure, (a) subject to the terms and conditions set forth herein, the Lease shall not be extinguished or terminated, but shall continue in full force and effect and the owner of the Project following a foreclosure sale or conveyance in lieu of foreclosure (“**New Owner**”) shall recognize and accept Tenant as tenant under the Lease; (b) New Owner shall take title to the Project subject to the terms of the Lease and the rights of Tenant thereunder, as modified by this Agreement; (c) Tenant’s rights and privileges under the Lease, as modified by this Agreement, shall continue in full force and effect and shall not be terminated, diminished or interfered with; and (d) Tenant’s occupancy shall not be disturbed by New Owner during the term of the Lease and any renewals thereof except in accordance with the terms of the Lease, as modified by this Agreement. Bank shall not name or join Tenant as a defendant in any exercise of Bank’s rights or remedies arising upon a default under the Deed of Trust unless required by applicable law, and then 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.

3. Attornment. Subject to Section 2 above, upon Tenant’s receipt of written notice that Bank or any other party has become the New Owner (provided that Tenant shall have no duty to inquire into the validity of such notice), Tenant will attorn to and recognize such New Owner as its new lessor under the Lease, and Tenant and Bank agree that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease, as amended by this Agreement. Tenant’s attornment to and recognition of New Owner pursuant to this Agreement will be effective and self-operative immediately upon Tenant’s receipt of such written notice without the execution or delivery of any further instrument; provided, that Tenant shall have no

obligation to pay Rent (as defined in the Lease) directly to New Owner earlier than thirty (30) days following Tenant's receipt of written notice from New Owner. Upon New Owner's reasonable written request, Tenant will execute and deliver a commercially reasonable instrument acknowledging Tenant's attornment to and recognition of New Owner.

4. Limitations of Liability of Bank and New Owner. New Owner will be bound, as the lessor, to Tenant under all terms, covenants and conditions of the Lease for the remainder of the term of the Lease and any renewal or extension thereof pursuant to the terms of the Lease, except that:

(a) Subject to Section 5(e) below, Bank and/or New Owner will not be bound by any supplement, amendment or modification (each, a "**Modification**") of the Lease which is made after the date hereof (i) without the written consent of Bank, or (ii) in violation of the restrictions of Section 5(e) of this Agreement.

(b) Bank and/or New Owner will not be liable for any act, omission, breach or default by any lessor (including Landlord) under the Lease which occurs prior to the date New Owner acquires fee title to the Project via foreclosure or deed in lieu of foreclosure (the "**Transfer Date**"), but New Owner shall cure any breach or default by such prior lessor (including Landlord) under the Lease to the extent (i) any breach or default exists or continues after the Transfer Date, (ii) such breach or default arises from such prior lessor's failure to repair or otherwise maintain the Project or to comply with any construction-related warranties, in each case, pursuant to the terms of the Lease, and (iii) Tenant provides Bank with notice of such breach or default in accordance with Sections 5(a) and 5(b) of this Agreement; it being understood, however, that the foregoing is not intended to relieve New Owner of any liability arising by reason of any act, omission, breach or default occurring from and after the Transfer Date.

(c) Bank and/or New Owner will not be subject to any right of set-off or abatement which Tenant may have against any prior lessor (including Landlord), except New Owner shall be subject to the following offsets and abatements under the terms of the Lease (as such Lease exists as of the date of this Agreement or as amended hereafter with Bank's consent and to the extent not previously offset or abated) accruing in and applicable to the period prior to the Transfer Date: (i) offsets arising from the exercise of Tenant's self-help rights pursuant to Section 25 of the Lease; (ii) offsets or adjustments to Rent arising from a reconciliation or year-end adjustment of an estimated rental or other charges under the Lease or an audit of Landlord's business records, as provided in the Lease; (iii) abatement of Rent arising from the occurrence of a Material Interference (as defined in Section 25(a) of the Lease); (iv) abatement of Rent arising from a casualty pursuant to Section 15 of the Lease; and (v) abatement of Rent arising from condemnation pursuant to Section 16 of the Lease; it being understood that the foregoing shall in no way diminish Tenant's express rights of offset and abatement as described above, regardless of whether such rights arise by reason of a failure or default by any lessor (including Landlord) or a failure or default by a New Owner, even if such rights exist by reason of circumstances occurring before the Transfer Date; except that no offset or abatement shall be binding upon New Owner unless Tenant has provided Bank with notice of the breach or default or circumstance giving rise to such actual or potential offset or abatement (provided that Bank or its successor provided written notice to Tenant of such successor's acquisition of Bank's interest in the Deed of Trust and

designated the address to which such notice is to be directed) in accordance with Sections 5(a) and 5(b) of this Agreement.

(d) Bank and/or New Owner will not be liable for the return of any security deposit given by Tenant to Landlord except to the extent such security deposit is actually received by Bank and/or New Owner. Additionally, Bank and/or New Owner shall have no right to require Tenant to deposit any additional rental security or other sums, even if Bank and/or New Owner did not receive such funds.

(e) Bank and/or New Owner will not be bound by any payments of Rent which Tenant may have paid more than one (1) month in advance to any prior lessor (including Landlord), except (i) to the extent such amounts are actually received by Bank and/or New Owner; (ii) for any payments required or permitted to be paid more than one (1) month in advance under the Lease; (iii) for adjustments to Rent arising from a reconciliation or year-end adjustment of an estimated rental or other charge under the Lease or an audit of Landlord's business records, as provided in the Lease; and (iv) for any amounts paid by Tenant to Landlord relating to the construction of the Project.

(f) Bank and/or New Owner will, upon any sale or other transfer by New Owner of its interest in the Project, automatically be released and discharged from all liability first arising under the Lease after the date of such transfer by New Owner.

(g) Bank and/or New Owner will not be bound by any obligation to complete the Work (as defined in the Development Agreement).

(h) In the event Tenant elects, pursuant to Section 9.1(e) of the Development Agreement, to assume completion of the Work (as defined the Development Agreement), Bank and/or New Owner will not be bound by or liable for (a) any obligation to direct, manage, or oversee completion of the Work but Bank and/or New Owner shall have the rights granted in Section 5(i) below, and (b) any obligation to disburse proceeds of the Loan to Tenant for completion of the Work.

(i) Bank and/or New Owner will not be liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Premises.

5. Miscellaneous

(a) Notices. All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement shall be in writing (unless otherwise expressly set forth herein to the contrary) and shall be delivered: (i) personally, (ii) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (iii) by a nationally recognized overnight delivery service providing proof of delivery, or (iv) by email or facsimile delivery provided for delivery pursuant to this clause (iv) a copy is also sent pursuant to either clause (i), (ii) or (iii) above, and in all such events, properly addressed to the addresses set forth below. Either party may by ten (10) days' prior written notice given aforesaid change its address for all subsequent notices. Except where

otherwise expressly provided to the contrary, notice shall be deemed given upon delivery or when delivery is refused.

If to Bank:	UMB Bank, n.a. 1670 Broadway Denver, CO 80202 Attn: Dustin Pike
With a copy to:	Polsinelli PC 1401 Lawrence Street, Suite 2300 Denver, CO 80202 Attn: Michael Strand
If to Landlord:	GB MS Industrial, LLC c/o Gardner Batt, LLC 423 West Broadway, Suite 230 Salt Lake City, UT 84101 Attn: Michael D. Batt
With a copy to:	Ray Quinney & Nebeker P.C. 36 South State Street, Suite 1400 Salt Lake City, Utah 84111 Attn: Blake Bauman
If to Tenant:	Amazon.com Services LLC c/o Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109-5210 Attn: Real Estate Manager (NA Ops: DUT5)
With a copy to:	Amazon.com Services LLC c/o Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109-5210 Attn: General Counsel (Real Estate: DUT5)
With a copy to:	Amazon.com Services LLC c/o Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109-5210 Attn: NA-OPS Asset Management (DUT5)
With a copy to:	naops-propmgmt@amazon.com; OpsRELegalnotice@amazon.com; na-realestate@amazon.com; naops-rent@amazon.com

(b) Notice of Default; Right to Cure. For as long as the Deed of Trust remains a lien on the Project, Tenant will provide to Bank each notice of a default by Landlord (including notice of any circumstance in which Tenant may elect to exercise any self-help right or right of abatement or offset under the Lease), as and when it provides such notice to Landlord, and Bank will have the right, but not the obligation, to cure any such default within fifteen (15) days after the expiration of the time provided in the Lease to Landlord to cure such default, provided that if Bank, acting with diligence, cannot cure such default within such fifteen (15)-day period, Bank's commencement of a remedy within such fifteen (15)-day period will be sufficient so long as a cure is diligently effected within a reasonable time (not to exceed sixty (60) days after the expiration of such fifteen (15)-day period); provided, however, that (i) if the Landlord default can be cured by the payment of money, then Bank shall have ten (10) Business Days from the receipt of notice to make such payment; and (ii) in the case of an emergency or material interference with Tenant's business operations at the Premises (as defined in the Lease), then Bank's cure period shall be no longer than the cure period afforded to Landlord under the Lease. The failure by Tenant to provide notice of a Landlord default to Bank shall not be a default by Tenant under the Lease, nor shall it invalidate the underlying default by Landlord. Except as expressly provided in this Agreement and except for emergency situations as described below, Tenant agrees not to exercise any of its remedies in connection with any default notice to Landlord until the expiration of the cure period provided to Bank by this Agreement, and Tenant hereby agrees to accept any cure from Bank as if made by Landlord. Notwithstanding the foregoing, unless Bank otherwise agrees in writing to assume any obligations of Landlord under the Lease, Landlord shall remain solely liable to perform Landlord's obligations under the Lease, both before and after Bank's exercise of any right or remedy under this Agreement. Notwithstanding anything to the contrary, in the event of an emergency or if Tenant's notice of default under Section 25 of the Lease concerns a Landlord default that is causing material interference with Tenant's operations, Bank's cure period shall be no longer than the expedited cure period set forth in the Lease. Bank's right to cure any Landlord default shall be subject to Tenant's rights under the Lease, including without limitation restrictions on Landlord's right of entry and inspection set forth in Section 19 of the Lease.

(c) Casualty and Condemnation; Tenant's Self-Insurance.

(i) Landlord, Tenant and Bank acknowledge and agree that the Lease shall govern and control over any contrary provisions in the Deed of Trust with respect to any obligation of Landlord to rebuild the Project (or any portion thereof); provided that (1) with respect to disbursement of any insurance or condemnation proceeds, Bank shall have the right to require compliance with Bank's standard disbursement procedures and conditions, as set forth in the Loan Documents, to ensure that all such proceeds are applied to complete the reconstruction of the Project in accordance with the Lease, and (2) in the event such condemnation or insurance proceeds are insufficient to pay for all costs of reconstruction work to be performed by Landlord in accordance with the Lease, (A) Landlord shall be responsible for such shortfall and shall deliver documentation acceptable to Bank evidencing the availability of additional Landlord's funds ("**Landlord's Reconstruction Funds**") to be used for the purposes of such reconstruction which, when combined with the available condemnation or insurance proceeds, will be sufficient to complete the reconstruction work to be performed by Landlord in accordance with the Lease, and (B) Landlord shall have expended the entire amount of Landlord's Reconstruction Funds for the purposes of such reconstruction prior to requesting any disbursements of such condemnation or insurance proceeds by Bank (provided that with respect to Tenant only, nothing in this subsection

(2) shall diminish Tenant's rights under Sections 15 and 16 of the Lease). Landlord agrees to furnish Bank with copies of certificates of insurance of all policies of insurance (or certificates of self-insurance specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provision) required to be maintained by Tenant under the Lease and provided to Landlord by Tenant, as, and to the extent, required under the Lease. Notwithstanding anything to the contrary herein or in the Lease, Tenant shall not be entitled to any remaining insurance proceeds after the restoration of the Premises.

(ii) Notwithstanding anything in the Lease or Development Agreement to the contrary, Bank and/or New Owner shall have no obligation to reconstruct the Project in the event condemnation or insurance proceeds are insufficient to pay for all costs of reconstruction work to be performed by Landlord in accordance with the Lease.

(d) Assignment of Rents. Landlord and Tenant acknowledge that Bank is entitled, pursuant to the Deed of Trust and/or other documents executed by Landlord in favor of Bank, to receive and collect all Rent payable under the Lease directly from Tenant. For as long as the Deed of Trust remains a lien on the Project, Tenant agrees to pay all of said Rent directly to Bank commencing thirty (30) days after receipt of a written request from Bank. Until Tenant receives such request from Bank, Tenant will pay all of said Rent to Landlord in accordance with the provisions of the Lease. Upon Tenant's receipt of such request, Tenant will not be required to determine whether Landlord is in default under the Loan Agreement or the Deed of Trust or to inquire into the validity of such notice or as to whether a default actually exists under the Deed of Trust and other Loan Documents. Any payments to Bank after Tenant's receipt of notice from Bank of amounts due under the Lease shall be deemed payments by Tenant under the Lease. Landlord hereby irrevocably and unconditionally releases and discharges Tenant and agrees to indemnify, defend and hold Tenant harmless of and from any liability, claims, damages, costs and expenses (including without limitation reasonable attorney fees) resulting from or in connection with any written notice provided by Bank and Tenant's attornment to Bank in accordance with this Agreement, including without limitation Tenant's payment to Bank in accordance with this Agreement.

(e) Restrictions on Modification.

(i) Neither Landlord nor Tenant will cancel or terminate the Lease without the prior written consent of Bank except by exercising the termination rights expressly provided to the parties under the Lease and this Agreement. Notwithstanding anything to the contrary (including, without limitation, Section 4(a)(i) above), Landlord and Tenant shall have the right without Bank's consent to enter into any Modification of the Lease that does not materially adversely affect the rights of Landlord under the Lease and that does not constitute a Material Modification.

(ii) For purposes of this Agreement, "**Material Modification**" shall mean any amendment or modification of the Lease that would (1) result in a reduction of rent or other sums due and payable by Tenant pursuant to the Lease, (2) terminate or grant a right to terminate the Lease (to the extent such right is not already included in the Lease in effect as of the date of this Agreement), (3) modify the terms of the Lease regarding surrendering possession of the Premises or assignment or subletting of the Premises by Tenant, (4) provide for the payment

of Base Rent (as defined in the Lease) more than one month in advance, (5) permit the subordination of the Lease to any lien other than the Deed of Trust, (6) modify the permitted uses under the Lease which would conflict with any use restrictions in any Permitted Exceptions (as defined in the Lease) or applicable laws, (7) relieve Tenant of any obligation to comply with applicable laws (including environmental laws), (8) grant a right to purchase the Project or any portion thereof, (9) reduce the initial term of the Lease to a period that expires prior to the maturity date of the Loan; or (10) assign the Lease or sublease the Property to anyone other than a Tenant Affiliate (as defined in the Lease); provided, however, that "**Material Modification**" shall not include any amendment or modification of the Lease made solely for the purpose of documenting contingent terms or the exercise of Tenant's rights expressly set forth in the Lease (including, without limitation, the determination of Fair Market Rent (as defined in the Lease), the exercise of assignment and subleasing rights for which Landlord consent is not required and Landlord approval of Tenant-Made Alterations (as defined in the Lease)) and otherwise permitted by this Agreement.

(iii) Notwithstanding anything to the contrary contained herein, to the extent Bank's prior approval is required for any Modification, Bank shall not unreasonably withhold such consent and Landlord shall provide Bank with any proposed agreement evidencing the terms of such proposed Modification for which Landlord seeks Bank's approval, together with such other information and documentation as may be reasonably required by Bank to evaluate the proposed Modification. Bank shall notify Landlord of Bank's approval or reasonable disapproval (specifying the reasons for any disapproval) of any proposed Modification on or before the end of the tenth (10th) Business Day following submission to Bank of the proposed Modification in accordance with the foregoing; provided, however, that if Bank fails to approve or disapprove any such Modification within such ten (10) Business Day period, then Landlord may notify Bank in writing of such failure and Bank shall be deemed to have approved such proposed Modification if Bank fails to respond to Landlord by the end of the second (2nd) Business Day following receipt by Bank of such additional notice.

(f) Subordination of Liquidated Damages Payment Right. The Deed of Trust and all supplements, amendments, modifications, renewals, replacements and extensions of and to them shall be and remain at all times a lien on the Property prior and superior to the rights of Tenant and obligations of Landlord with respect to the Liquidated Damages (as defined in the Development Agreement) set forth in Section 9.1(c) of the Development Agreement (the "**Liquidated Damages Obligation**"). Tenant specifically agrees and acknowledges that, notwithstanding the non-disturbance granted to Tenant in Section 2 above, the Liquidated Damages Obligation shall be inapplicable to (i) any transfer of the Property made via foreclosure or deed in lieu of foreclosure of the Deed of Trust, and (ii) the first transfer of the Property to a third party purchaser following any such foreclosure or deed in lieu of foreclosure of the Deed of Trust.

(g) Subordination of Options and Rights of First Refusal. The Deed of Trust and all supplements, amendments, modifications, renewals, replacements and extensions of and to them shall be and remain at all times a lien on the Property prior and superior to any existing or future right of Tenant, whether arising out of the Lease or otherwise, to exercise any option or right of first refusal to purchase the Premises or the Property or any interest or portion in or of either of them, with respect to any transfer of the Property made via foreclosure or deed in lieu of

foreclosure of the Deed of Trust. If any option or right of first refusal to purchase is exercised prior to a transfer of the Property made via foreclosure or deed in lieu of foreclosure of the Deed of Trust, any title so acquired to all or any part of the Property shall be subject to the lien of the Loan Documents, which lien shall in no way be impaired by the exercise of such option or right of first refusal. Bank specifically reserves all of its rights to enforce any accelerating transfer, due on sale, due on encumbrance or similar provision in the Deed of Trust or any other Loan Document.

(h) Tenant Termination Right. Bank recognizes Tenant's rights to terminate the Lease contained in the Lease. Tenant agrees to deliver a copy of any such termination notice to Bank, and Bank acknowledges that there are no cure rights associated with such termination right under the Lease, unless expressly provided in the Lease or this Agreement. Tenant shall have no obligation to deliver copies of notices to Landlord of any Landlord Delay to Bank, and Bank acknowledges that there are no cure rights for Bank associated with any Landlord Delay; provided, however, Tenant shall deliver to Bank a copy of any letter executed by Tenant pursuant to Section 10.1 of the Development Agreement, whereby Tenant accepts the Work (as defined in the Development Agreement).

(i) Tenant's Completion of the Work. Tenant shall maintain (x) except as otherwise set forth in this Agreement, all remedies available to Tenant as expressly set forth in the Lease, including, without limitation, the right to complete the Work using its own funds and adjust Base Rent as provided in Section 9.1(e) of the Lease, and (y) the right to enforce the Completion Guaranty attached to the Development Agreement as Exhibit G (the "**Completion Guaranty**"), including pursuing payment of damages against Guarantor (as defined in the Completion Guaranty) pursuant to the Completion Guaranty. In the event Tenant elects to assume completion of the Work:

(i) Bank and/or New Owner shall cooperate in good faith to provide and assign, as applicable, to Tenant, any and all documentation necessary to complete the Work;

(ii) Tenant shall cause the Work to be completed, in accordance with the Plans and Specifications (as defined in the Development Agreement), lien free, in a workman like manner by licensed and insured contractors and shall provide Bank and/or New Owner with evidence of the same reasonably acceptable to Bank and/or New Owner;

(iii) Upon Bank's and/or New Owner's request, Tenant shall provide proof of insurance, status updates, lien waivers related to completed Work, and any other documentation which Bank and/or New Owner may reasonably request in connection with completion of the Work; and

(iv) Landlord shall have the right to inspect Tenant's construction of the Work upon reasonable notice.

(j) Limitation of Liability. Tenant shall look only to the estate and property of New Owner in the Project and rents and other proceeds of the Project for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment

of money in the event of any default by New Owner as the lessor under the Lease, and no other property or assets of New Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

(k) Successors and Assigns; Other Matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Bank, all obligations and liabilities of the assigning Bank under this Agreement shall thereafter terminate, so long as all such obligations and liabilities shall be the responsibility of and assumed by the party to whom Bank's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred except as permitted under the Lease, or if not permitted by the Lease, without the prior written consent of Bank, not to be unreasonably withheld, conditioned or delayed. This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement with respect to the Loan and Tenant waives any requirement to the contrary in the Lease relating to the Loan. As between Bank and Tenant, this Agreement supersedes any inconsistent provision of the Lease. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, and in lieu of each clause or provision of this Lease that is invalid, illegal or unenforceable, there shall be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

(l) Acknowledgment and Agreement by Landlord. Landlord, as Landlord under the Lease and grantor under the Deed of Trust, acknowledges and agrees for itself and its successors and assigns, that: (i) this Agreement does not constitute a waiver by Bank of any of its rights under the Deed of Trust or any other Loan Documents (as defined in the Deed of Trust) except as expressly set forth herein, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Deed of Trust and other Loan Documents; (ii) the provisions of the Deed of Trust and other Loan Documents remain in full force and effect and must be complied with by Landlord; and (iii) subject to the terms and conditions set forth in Section 5(d) of this Agreement, Tenant is hereby authorized to pay its Rent and all other sums due under the Lease directly to Bank upon receipt of a written notice as set forth in Section 5(d) of this Agreement from Bank and Tenant is not obligated to inquire into the validity of such notice or as to whether a default actually exists under the Deed of Trust and other Loan Documents and any payments to Bank after Tenant's receipt of notice from Bank of amounts due under the Lease shall be deemed payments by Tenant under the Lease. Landlord further agrees that that nothing in this Agreement is intended to modify the obligations of Landlord owing to Tenant under the Lease and Tenant may pursue any and all rights and remedies it may have against Landlord and pursuant to the Lease.

(m) Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the internal laws of the State of Utah. For any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Premises are located. Each of the parties irrevocably submits to those courts' venue and jurisdiction for such disputes.

(n) Counterparts. This Agreement may be signed in counterparts and each counterpart shall be effective as an original when counterparts have been signed by all parties.

(o) TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT, OR ANY OTHER INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(p) This Agreement shall be recorded in the Weber County, Utah land records immediately following, but not before, the recordation of a memorandum of the Lease in the Weber County, Utah land records.

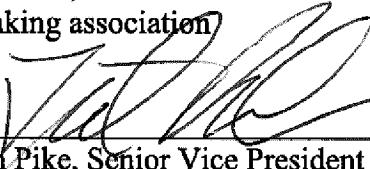
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IN WITNESS WHEREOF, this Subordination, Non-Disturbance and Attornment Agreement has been duly executed effective as of the Reference Date above.

BANK:

UMB BANK N.A.,
a national banking association

By:


Dustin Pike, Senior Vice President

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 30th March, 2021,
by Dustin Pike, as Senior Vice President UMB Bank, n.a., a national banking association.

Witness my hand and official seal.

Sean Dy Foon
Notary Public

My commission expires 11/06/2022.

SEAN DY FOON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184043160 MY COMMISSION EXPIRES 11/06/2022

LANDLORD:

GB MS INDUSTRIAL, LLC,
a Utah limited liability company

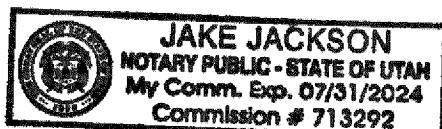
By: Gardner Batt, LLC,
a Utah limited liability company,
its manager

By: Michael D. Batt
Michael D. Batt, Manager

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

The foregoing instrument was acknowledged before me this Michael D. Batt, 2021,
by Michael D. Batt as Manager of Gardner Batt, LLC, a Utah limited liability company, the
Manager of GB MS Industrial, LLC, a Utah limited liability company.

Witness my hand and official seal.



~~Jake Jackson~~
Notary Public
My commission expires 7/31/24.

TENANT:

AMAZON.COM SERVICES LLC
a Delaware limited liability company

By: J. Abells
Name: Joshua Abells
Title: Authorized Signatory
Date Signed: April 1, 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this April 1, 2021, before me personally appeared Joshua Abells to me known to be the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this April 1, 2021.

Shavon Kline
Print name: Shavon Kline
Notary Public in and for the State of Washington
residing at Seattle, WA
My appointment expires: September 12, 2024

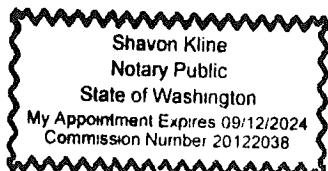


EXHIBIT A

Legal Description**PARCEL 1:**

A PARCEL OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN MARRIOTT-SLATERVILLE, WEBER COUNTY, UTAH. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, SAID POINT BEING SOUTH $00^{\circ}12'35''$ EAST 1095.31 FEET ALONG THE SECTION LINE AND SOUTH $89^{\circ}47'25''$ WEST 110.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 12 AND RUNNING THENCE: SOUTH $89^{\circ}57'35''$ EAST 1,445.92 FEET ALONG THE SOUTHERLY LINES OF PARCELS 15-031-0008, 15-031-0007 AND 15-031-0006; THENCE SOUTH $00^{\circ}00'02''$ EAST 993.94 FEET TO THE NORTHERLY LINE OF PARCEL 15-031-0021 AS SURVEYED JANUARY 29, 2014 (SEE RECORD OF SURVEY 5043); THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) NORTH $89^{\circ}23'09''$ WEST 662.16 FEET; 2) SOUTH $03^{\circ}46'34''$ WEST 354.62 FEET; 3) SOUTH $03^{\circ}41'34''$ WEST 451.60 FEET; 4) SOUTH $02^{\circ}28'23''$ WEST 23.49 FEET; 5) SOUTH $08^{\circ}32'28''$ EAST 9.26 FEET; 6) SOUTH $11^{\circ}52'50''$ EAST 344.30 FEET, MORE OR LESS, TO THE CENTER OF 4 MILE CREEK AND THE NORTHERLY LINE OF PARCEL 15-031-0016; THENCE SOUTH $42^{\circ}53'15''$ WEST 120.45 FEET AND SOUTH $89^{\circ}31'51''$ WEST 87.84 FEET ALONG SAID CENTER OF 4 MILE CREEK; THENCE SOUTH $34^{\circ}41'23''$ WEST 146.20 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER ROAD (400 NORTH STREET); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH $56^{\circ}42'25''$ WEST 69.18 FEET; 2) NORTHWESTERLY 10.86 FEET ALONG THE ARC OF AN 878.51-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH $33^{\circ}17'35''$ WEST AND THE LONG CHORD BEARS NORTH $57^{\circ}03'39''$ WEST 10.86 FEET WITH A CENTRAL ANGLE OF $00^{\circ}42'29''$) TO THE BOUNDARY OF PARCEL 15-031-0016; THENCE NORTH $34^{\circ}41'23''$ EAST 121.79 FEET ALONG SAID BOUNDARY TO THE CENTER OF 4 MILE CREEK; THENCE ALONG THE CENTER OF 4 MILE CREEK AND THE BOUNDARY OF PARCEL 15-031-0016 THE FOLLOWING TEN (10) COURSES AND DISTANCES: 1) NORTH $33^{\circ}24'01''$ WEST 165.91 FEET; 2) NORTH $56^{\circ}06'57''$ WEST 39.43 FEET; 3) NORTH $62^{\circ}43'59''$ WEST 99.96 FEET; 4) WESTERLY 100.23 FEET ALONG THE ARC OF A 90.00-FOOT RADIUS NONTANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH $27^{\circ}16'05''$ WEST AND THE LONG CHORD BEARS SOUTH $85^{\circ}21'50''$ WEST 95.13 FEET WITH A CENTRAL ANGLE OF $63^{\circ}48'30''$); 5) SOUTH $53^{\circ}27'39''$ WEST 60.37 FEET; 6) WESTERLY 45.97 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH $36^{\circ}32'34''$ WEST AND THE LONG CHORD BEARS NORTH $73^{\circ}52'07''$ WEST 39.76 FEET WITH A CENTRAL ANGLE OF $105^{\circ}20'54''$); 7) NORTH $21^{\circ}11'53''$ WEST 119.49 FEET; 8) NORTH $01^{\circ}00'51''$ EAST 143.31 FEET; 9) NORTH $23^{\circ}05'37''$ WEST 165.81 FEET; 10) NORTH $57^{\circ}39'20''$ WEST 19.27 FEET TO THE EASTERLY

RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE NORTH 06°00'51" WEST 56.55 FEET ALONG SAID RIGHT-OF-WAY; THENCE EAST 22.13 FEET; THENCE NORTH 0°00'02" EAST 461.99 FEET; THENCE WEST 19.68 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING: 1) NORTH 02°13'10" WEST 579.53 FEET; 2) NORTH 01°10'49" WEST 500.38 FEET; 3) NORTH 01°00'26" EAST 38.27 FEET TO THE POINT OF BEGINNING.

Tax Parcel ID No. 15-031-0020

PARCEL 2:

A PARCEL OF LAND BEING AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 11; THENCE WEST 22 FEET TO THE EAST RIGHT OF WAY AND NO-ACCESS LINE OF A FREEWAY KNOWN AS PROJECT NO. I-15-8(7)338; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: NORTH 05°59'08" WEST 114.39 FEET; THENCE NORTH 04°39'16" EAST 232.96 FEET; THENCE NORTH 02°11'14" WEST 116.12 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 19.46 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE EAST LINE OF SAID SECTION 11; THENCE SOUTH 462 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Tax Parcel ID No. 15-030-0117