

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “*Agreement*”) which is signed as of June 5, 2019, is entered into between Utah Inland Port Authority, a body politic of the State of Utah (“**UIPA**”), organized and governed under §§11-58-101 et. Seq. Utah Code Annotated 1953, as amended or any successor or replacement provisions (the “**Act**”), and _____ (the “*Employee*”), an individual currently resident of _____ but who will relocate to and reside in Utah to perform services under this Agreement.

WHEREAS, UIPA wishes to employ the Employee to render services for UIPA on the terms set forth in this Agreement, and the Employee wishes to be retained and employed by UIPA on such terms.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Employment. UIPA hereby employs the Employee, and the Employee accepts such employment and agrees to perform services for UIPA, for the period and upon the other terms and conditions set forth in this Agreement.

2. Term. Unless terminated at an earlier date in accordance with Section 6 of this Agreement, the term of employment will be for a period of one year commencing on June 24, 2019 (the “*Term*”). This Agreement shall automatically renew for an additional one-year term (“*Renewal Term*”) every year on the anniversary of the Effective Date unless either party gives notice of non-renewal (which either party may give for any reason or no reason and with or without Cause) not less than thirty (30) days prior to the end of the Term or Renewal Term then ending.

3. Position and Duties.

(a) Service with Company. During the term of the Employee’s employment, the Employee agrees to be employed as UIPA’s Executive Director. The Employee will report to the Board of Directors of UIPA (“*Board*”) with day-to-day interactions and guidance from the Board’s Chair. The Employee’s duties include budgeting, planning, and execution of UIPA’s mission, day-to-day management of Company operations and staff, and such matters as may be delegated to the Employee by the Board of Directors. The Board of Directors may make changes from time to time at its sole discretion to the duties, reporting relationships and title of the Employee.

(b) Performance of Duties. The Employee will serve UIPA faithfully and devote full time, attention and efforts to the business and affairs of UIPA in a manner consistent with other executive officers in the inland port industry. The Employee will comply with all rules, policies and procedures of UIPA as modified from time to time, including without limitation, rules and procedures set forth in UIPA’s employee handbook, supervisor’s manuals and operating manuals as such shall be adopted and amended from time to time. The Employee will perform all of the Employee’s responsibilities in compliance with all applicable laws and will ensure that the operations that Employee manages are in compliance with all applicable laws. During the

Employee's employment, the Employee will not engage in any other business activity, which, in the reasonable judgment of the Board of Directors, conflicts with the duties of the Employee under this Agreement, whether or not such activity is pursued for gain, profit or other pecuniary advantage. The Employee hereby confirms that the Employee is under no contractual commitments inconsistent with the Employee's obligations set forth in this Agreement and that, during the term of this Agreement, the Employee will not render or perform services for any other corporation, firm, entity or person which are inconsistent with the provisions of this Agreement. Employee's engagement in Employee's Businesses in compliance with his covenants as mentioned above shall not be considered to conflict with his duties hereunder or be considered inconsistent with the provisions of this Agreement.

4. Compensation.

(a) Base Salary. UIPA will pay to the Employee a base salary of \$255,000 per annum ("*Base Salary*") unless otherwise determined by the Board of Directors, subject to withholdings and deductions as required by law, in accordance with UIPA's normal payroll procedures and policies. Annual increases are considered prior to the commencement of each Renewal Term, if any, consistent with increases to other employees. Employee's Base Salary shall not be decreased during any Term.

(b) Participation in Benefit Plans. The Employee will be eligible to participate in all employee benefit programs established by UIPA that are applicable to executive employees such as medical insurance, dental, vision service plans, short and long term disability plans, 403(b) plans, and flexible health spending accounts on a basis commensurate with the Employee's position and in accordance with UIPA's policies from time to time, but nothing herein shall require the adoption or maintenance of any such plan. Alternatively, if Employee desires to procure separate health insurance, the premiums shall be reimbursed by UIPA at least up to the amount UIPA would otherwise have paid for Employee if the Employee were on UIPA's health insurance.

(c) Vacations, Holidays and Expenses. For the duration of the Employee's employment hereunder, the Employee will be provided such holidays and sick leave as UIPA makes available to its executive employees generally. The Employee will receive 30 days of vacation annually during the Term or Renewal Term.

(d) Expenses. UIPA will reimburse the Employee for moving expenses incurred in 2019 of up to \$15,000. UIPA will reimburse the Employee for all reasonable and necessary out-of-pocket expenses incurred by him in the performance of his duties under this Agreement, subject to UIPA's normal policies for expense verification. This reimbursement will provide for expenses including business mobile phone service, high speed internet service, landline dedicated for business purposes and office supplies. Reasonable office equipment and computer/mobile device equipment necessary for performance of duties will be reimbursed with advance authorization prior to purchase. Each party shall bear its attorney fees incurred in drafting and negotiating this Agreement.

5. Ventures. If, during the term of the Employee's employment the Employee is engaged in or associated with the planning or implementing of any project, program or venture involving

UIPA and a third party or parties, all rights in such project, program or venture shall belong to UIPA. Except as approved by UIPA's Board, the Employee shall not be entitled to any commission, finder's fee or other compensation in connection therewith other than the compensation to be paid to the Employee as provided in this Agreement. The Employee shall have no interest, direct or indirect, in any vendor or customer of UIPA or any party with which UIPA shares tax differential money.

6. Termination of Employment.

(a) Grounds for Termination. The Employee's employment shall terminate in the event:

- (i) The Employee dies;
- (ii) The Employee becomes "Disabled" as such term is defined in Section 6(e);
- (iii) UIPA elects to terminate this Agreement for Cause (as defined in Section 6(b)) and notifies the Employee in writing of such election;
- (iv) The Employee voluntarily elects to terminate this Agreement and notifies UIPA in writing of such election;
- (v) UIPA elects to terminate this Agreement without Cause (as defined in Section 6(b)) and notifies the Employee in writing of such election; or
- (vi) The Employee elects to terminate this Agreement for Good Reason (as defined in Section 6(c)).

If this Agreement is terminated pursuant to clause (i), (ii) or (iii) of this Section 6(a), such termination shall be effective immediately. If this Agreement is terminated pursuant to clause (iv) of this Section 6(a), such termination shall be effective 30 days after delivery of the notice of termination; *provided*, that, for a termination pursuant to clause (iv) only, UIPA may at its discretion elect to accelerate such termination date to any date after Employee's notice of termination. All compensation, payments and unvested benefits (identified in paragraph 4 or otherwise) will cease on the termination date, and all unused vacation shall be forfeited, except as otherwise set forth in the paragraph that immediately follows.

If this Agreement is terminated pursuant to clause (v) or (vi) of this Section 6(a), Employee shall, within thirty days of such termination, receive a lump sum payment equal to six times the monthly salary paid to Employee; provided that UIPA's obligation to make such payments is expressly conditioned upon Employee's execution and non-revocation of a full, complete, and enforceable release of claims against UIPA, its affiliates and any of their shareholders, directors, officers, employees or agents in a form to be prepared by UIPA. With respect to all other termination events, no severance payment shall be paid to Employee.

(b) "Cause" Defined. "Cause" means:

(i) The Employee has materially breached any contractual obligation under this Agreement (including, without limitation, the Employee's agreement to serve UIPA faithfully and devote full time, attention and efforts to the business and affairs of UIPA subject to Section 4(c) hereof) or has materially failed to comply with UIPA's written policies or rules and such breach or failure to comply continues unremedied for a period of 30 days after written notice to the Employee by UIPA;

(ii) The Employee materially fails to reasonably perform any assigned job responsibility, or any assigned duty from the Board, that continues unremedied for a period of 30 days after written notice to the Employee by UIPA;

(iii) The Employee's conviction of, plea of "guilty" or "no contest" to, or failure to contest prosecution of, a felony of any type or a misdemeanor involving theft, misrepresentation, or moral turpitude; or

(iv) The Employee has engaged in gross negligence or willful misconduct such as fraud, misappropriation or embezzlement in connection with UIPA's business.

(c) "Good Reason" means:

(i) The Board assigns to Employee duties which are in material respects inconsistent with the Employee's position as set forth in Section 3(a);

(ii) A material breach by UIPA of its obligations under paragraph 4 of this Agreement, and such breach or failure to comply continues unremedied for a period of 30 days after written notice to the UIPA by Employee.

(d) Effect of Termination. Notwithstanding any termination of this Agreement, the Employee, in consideration of the Employee's employment hereunder to the date of such termination, shall remain bound by the provisions of this Agreement, which specifically relate to periods, activities or obligations upon or subsequent to the termination of the Employee's employment.

(e) "Disabled" Defined. "*Disabled*" means any mental or physical condition that renders the Employee unable to perform the essential functions of the Employee's position, with or without reasonable accommodation, for a period in excess of three months.

(f) Surrender of Records and Property. Upon termination of the Employee's employment with UIPA, the Employee shall deliver promptly to UIPA all records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, calculations or copies thereof that relate in any way to the business, products, practices or techniques of UIPA, and all other property, trade secrets and confidential information of UIPA, including, but not limited to, all documents that in whole or in part contain any trade secrets or confidential information of UIPA, which in any of these cases are in the Employee's possession or under the Employee's control.

7. Confidentiality. Employee and UIPA agree to keep the terms and existence of this Agreement confidential except as to those employees of UIPA necessary to administer the terms

of this Agreement and except as necessary to meet any disclosure requirements of applicable law.

8. Settlement of Disputes.

(a) Venue. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Utah, County of Salt Lake. The Employee and UIPA consent to the jurisdiction of such courts over the subject matter of disputes under this Agreement. The Employee waives any right the Employee may have to transfer or change the venue of any litigation brought against the Employee by UIPA.

(b) Costs. The non-breaching Party in any action or proceeding to enforce this Agreement shall be entitled to all expenses and costs, including reasonable attorney fees, incurred in obtaining redress.

9. Miscellaneous.

(a) Entire Agreement. This Agreement (including the exhibits, schedules and other documents referred to herein) contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by Section 9(e), successors and assigns.

(e) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable (including by operation of law) by either party without the prior written consent of the other party to this Agreement

(f) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement. No delay on the part of UIPA in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by UIPA

of any right or any breach by the Employee shall constitute a waiver of any other right or breach by the Employee.

(g) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

Utah Inland Port Authority
60 East South Temple, 3rd Floor
Salt Lake City, Utah 84111
Attn: Derek Miller (dmiller@slchamber.com)

Any party may change the address set forth above by notice to each other party given as provided herein.

(h) Headings. The headings and any table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(i) Governing Law. ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF UTAH, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF.

(j) Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities of any nature whatsoever.

(k) Withholding Taxes. UIPA may withhold from any benefits payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

(l) Effective Date. This Agreement is signed in June 2019. The Effective Date of this Agreement, on which the obligations hereunder become effective, shall be June 24, 2019.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

Utah Inland Port Authority

By: _____
Name: Derek Miller
Title: Chairman of the Board

