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Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:

Zions First National Bank

6510 S Big Cottonwood Canyon Rd
Salt Lake City, UT 84121

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance and Attornment Agreement (the "Agreement") is made and executed as of the 18th day of ~~August~~ ^{September}, 2012 by and between ZIONS FIRST NATIONAL BANK ("Lender"), TCO ASSETS LAND LLC, a Delaware limited liability company ("TCO"), and GRAYSTONE HOLDING COMPANY, LLC, a Utah limited liability company ("Grantor"), owner of that certain parcel of real property located at 1966 East 6200 South, City of Salt Lake, County of Salt Lake, State of Utah, described in **Exhibit "A"** attached hereto (the "Property").

RECITALS

A. Sasich, Sasich and Fetzer, LLC, predecessor in interest to Grantor, and Sprint Spectrum Realty Company, LP, predecessor in interest to TowerCo Assets LLC, entered into that certain Option and Site Lease Agreement dated October 10, 2000, as amended (as amended the "Lease"), for certain real property and access and utility easements as described in **Exhibit "B"** attached hereto (collectively, the "Premises"), which are a portion the Property; and

B. WHEREAS, Grantor and TCO have entered or will enter into that certain Easement Agreement dated September 12, 2012 (the "Easement Agreement") pursuant to which Grantor grants to TCO a perpetual exclusive easement (the "Easement") in certain real property together with perpetual access and utility easements as described in **Exhibit "C"** attached hereto (the "Easement Area"), which is a portion of that certain parcel of real property owned by Grantor described in **Exhibit "A"**; and

C. WHEREAS, Lender previously made a loan to Grantor which is secured by one or more deeds of trust or other encumbrances on the Property and Premises, recorded as entry number 11440046, Book 10040 at Page 7480 of the records of the County of Salt Lake, State of Utah (such Deed to Secure Debt and all extensions, modifications and renewals thereof are referred to herein as the "Trust Deed").

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Lender, Grantor, and TCO agree as follows:

1. Consent. Lender consents to the Easement Agreement and the grant of Easement to TCO and TCO's use and occupancy of the Easement Area.

2. Non-Disturbance. In the event the foreclosure of the Trust Deed, or upon a sale of the Property pursuant to the trustee's power of sale contained in the Trust Deed, or upon a transfer of the Property by conveyance in lieu of foreclosure (collectively, a "Transfer"), then so long as TCO complies

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with this Agreement and is not in default under any of the terms, covenants, or conditions of the Easement Agreement (after the expiration of any applicable cure period), Lender shall not name or join TCO in any foreclosure proceeding, unless such joinder is necessary, in Lender's discretion, to complete the foreclosure, nor shall Lender disturb the possession of TCO, its successors and assigns. In the event of a Transfer, Lender will perform and be bound by all of the obligations imposed on Grantor by the Easement Agreement, as long as no event of default has occurred under the Easement Agreement, which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Easement Agreement, as would entitle Grantor under the Easement Agreement to terminate the Easement Agreement, or would cause, without any further action of Grantor, the termination of the Easement Agreement or would entitle Grantor to dispossess TCO under the Easement Agreement.

If Lender, or any other purchaser in a Transfer, becomes the owner of the Property, by reason of a Transfer, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Easement Agreement, and the Easement Agreement shall continue in full force as between TCO and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Easement Agreement for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the grantor under the Easement Agreement.

So long as TCO is not in default (after the expiration of any applicable cure periods) of the Easement Agreement and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Easement Agreement, Lender or such other purchaser shall not disturb TCO's possession of the Easement Area during the term of the Easement Agreement and any extensions or renewals thereof, or in the enjoyment of TCO's rights under the Easement Agreement.

3. No Liability for Lender. Lender, or any successor owner of the Property resulting from a Transfer, shall not be (a) liable for any obligations under the Easement Agreement which arise or accrue prior to a Transfer or which arise or accrue at any time after Lender ceases to be the owner of the Property; (b) liable for any damages or other relief attributable to any act or omission of a prior landlord, including Grantor; (c) liable for any damages or other relief attributable to any latent or patent defect in the Property; (d) liable for any damages or other relief attributable to any breach by any prior landlord, including Grantor, under the Easement Agreement or any representation or warranty made in connection with the Easement Agreement; (e) subject to any offsets or defenses which TCO might have against any prior landlord, including Grantor; (f) bound by any rent or additional rent which TCO might have paid in advance to any prior landlord, including Grantor, for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which TCO might have paid in advance to any prior landlord, including Grantor; (g) bound by any assignment, subletting, renewal, extension or any other agreement or modification of the Lease made without the prior written consent of Lender; or (h) liable for any indirect or consequential damages, including loss of sublet rentals, loss of profits, or damage to goodwill or reputation.

4. Notice and Opportunity to Cure. TCO agrees to deliver to Lender, within five (5) days of delivery to Grantor, a copy of all notices and other documents delivered to Grantor in connection with the Easement Agreement, specifically including, but without limitation, any notices of default or termination. If any default occurs under the Easement Agreement, Lender shall have the right for a period of thirty (30) days after receipt of notice of the default to cure such default. If the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, then Lender shall have such longer period as is reasonably necessary to cure such default. No default shall be deemed to exist under the Easement Agreement so long as Lender is seeking, in good faith, to cure the default.

5. Attornment. TCO hereby agrees to attorn to, adhere to and accepts any such successor owner as landlord under the Easement Agreement, and to be bound by and perform all of the obligations imposed by the Easement Agreement, such attornment to be self-operative without the execution of any further instruments, upon a Transfer of the Property.

6. Future Estoppel Certificates. TCO agrees to execute and deliver to Lender, within five (5) days of request by Lender, estoppel certificates in a form similar to this Certificate regarding such matters as Lender requests. TCO shall not be obligated to deliver an estoppel certificate more often than one (1) time per calendar year, unless Lender determines, in its reasonable discretion, that an estoppel certificate is required more often.

7. Fixtures. Lender acknowledges and agrees that notwithstanding anything to be contrary contained in the Security Instrument and/or any related financing documents; including, without limitation, any UCC-1 financing statement, Lender shall acquire no interest in any furniture, trade fixtures, equipment and/or other property or improvements installed by TCO on the Premises. Lender hereby expressly waives any interest which Lender may have or acquire with respect to furniture, trade fixtures, equipment and/or other property of TCO now, or hereafter, located on or affixed to the Premises or any portion thereof and Lender hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Premises.

8. Successors and Assigns. This Agreement is and shall be binding upon and shall inure to the benefit of TCO, Lender and their respective successors and assigns.

9. Acknowledgment and Agreement by Grantor. As grantor under the Easement Agreement and trustor under the Trust Deed, Grantor acknowledges and agrees for itself and its heirs, successors, and assigns agrees to each of the following:

a. This Agreement does not constitute a waiver by Lender of any of its rights under the Trust Deed, Assignment, or any of the other Loan Documents, and/or in any way release Grantor from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Trust Deed.

b. The provisions of the Trust Deed, Assignment, and all other Loan Documents remain in full force and effect and must be complied with by Grantor.

c. In the event of a default under the Trust Deed, Assignment, or any of the other Loan Documents, Grantor agrees to paragraph 5 that TCO shall pay all rent and all other sums due under the Easement Agreement, if any, to Lender as provided in the Loan Documents.

10. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Lender: ZIONS FIRST NATIONAL BANK
One South Main, Suite 700
Salt Lake City, Utah 84111

TCO: TCO Assets Land LLC
Attention: Legal
5000 Valleystone Drive
Cary, NC 27519

Grantor: Graystone Holding Company, LLC
1935 East Vine St., #300
Salt Lake City, Utah 84121

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

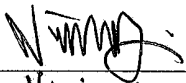
11. Attorneys' Fees. Upon the occurrence of a default under this Agreement, the breaching party shall pay the non-breaching party reasonable attorneys' fees and costs actually incurred by non-breaching party.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED as of the day and year first above written.

LENDER

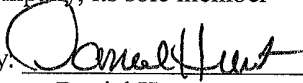
ZIONS FIRST NATIONAL BANK,

By: 
Name: Vivienne Davies
Its: EB. RM VP

TCO

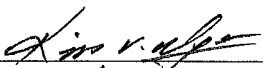
TCO ASSETS LAND LLC

By: TowerCo Acquisition LLC, a Delaware limited liability company, its sole member

By: 
Name: Daniel Hunt
Title: VP/CFO

GRANTOR

GRAYSTONE HOLDING COMPANY LLC

By: 
Name: Kipp V. Myers
Its: Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

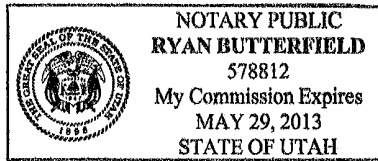
COUNTY OF SALT LAKE

On 17 Sept 2012 before me, Ryan Butterfield
(Name of Notary Public)

personally appeared Kipp V. Myers, Managing Member of GRAYSTONE HOLDINGS COMPANY, LLC, A UTAH LIMITED LIABILITY COMPANY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ryan Butterfield
(Signature of Notary Public)

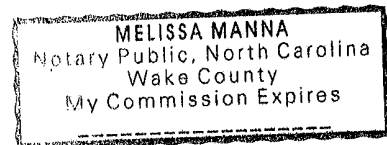


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
)ss.
COUNTY OF WAKE)

On the 18 day of ~~August~~ ^{September}, 2012, personally appeared before me Daniel Hunt. Who being duly sworn, did say that he is the VP/CFO of TowerCo Acquisition LLC, a Delaware limited liability company, sole member of TCO Assets Land LLC, the company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Members, and said Daniel Hunt acknowledged to me that said limited liability company executed the same.

Notary Public Melissa Manna




My Commission Expires: 11/13/15
Residing at: Wake County, North Carolina

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 17 day of August 2012, personally appeared before me Vivienne Davies
_____. Who being duly sworn, did say that he/she is the Vice President of ZIONS FIRST
NATIONAL BANK, the corporation that executed the above and foregoing instrument, and that said
instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and
said She acknowledged to me that said corporation executed the same.

Notary Public 

My Commission Expires: 5/29/2013
Residing at: Salt Lake County

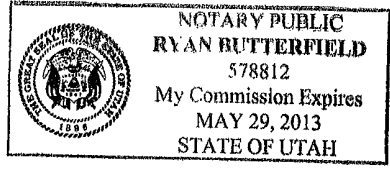


EXHIBIT A

Real Property Description

BEGINNING AT A POINT NORTH 89°56'00" WEST 267.286 FEET (267.29 FEET WEST BY DEED) AND SOUTH 00°04'00" WEST (SOUTH BY DEED) 33.00 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°56'00" WEST (WEST BY DEED) 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE EASTERLY EDGE OF A ROAD AROUND A CURVE HAVING A RADIUS OF 20.00 FEET FOR A DISTANCE OF 24.45 FEET; (24.43 FEET BY DEED); THENCE ALONG THE EASTERLY EDGE OF A ROAD SOUTH 20°00'00" WEST 120.64 FEET; THENCE SOUTH 00°04'00" WEST 101.42 FEET (SOUTH 101.48 FEET BY DEED); THENCE SOUTH 89°50'00" EAST 139.65 FEET (EAST 140.05 FEET BY DEED); THENCE NORTH 00°04'00" EAST (NORTH BY DEED) 228.00 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE HEREIN DESCRIBED PROPERTY LIES WITHIN LOT 5, JEREMY SUBDIVISION.

THE FOLLOWING IS SHOWN FOR INFORMATION PURPOSES ONLY: 22-21-227-012

EXHIBIT B

Premises

Utility and Access Easement

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET, SOUTH 00°07'45" WEST 228.29 FEET AND WEST 15.33 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 63.73 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 48.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE NORTH 11°00'00" WEST 73.65 FEET TO THE POINT OF CURVATURE OF A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 14.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 59°00'00" TO THE EASTERLY RIGHT OF WAY LINE OF JEREMY DRIVE, AN EXISTING PUBLIC STREET; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF CURVATURE OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT; RADIUS POINT BEARS SOUTH 20°00'00" WEST; THENCE 35.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°00'00"; THENCE SOUTH 11°00'00" EAST 73.65 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE EAST 63.77 FEET THENCE SOUTH 00°07'45" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,932 SQFT, 0.090 ACRES

Existing Lease Area

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET AND SOUTH 00°07'45" WEST 228.29 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 10.00 FEET; THENCE NORTH 00°07'45" EAST 15.33 FEET; THENCE EAST 10.00 FEET; THENCE SOUTH 00°07'45" WEST 15.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: 153 SQFT

EXHIBIT "C"

Easement Area

Utility and Access Easement

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET, SOUTH 00°07'45" WEST 228.29 FEET AND WEST 15.33 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 63.73 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 48.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE NORTH 11°00'00" WEST 73.65 FEET TO THE POINT OF CURVATURE OF A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 14.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 59°00'00" TO THE EASTERLY RIGHT OF WAY LINE OF JEREMY DRIVE, AN EXISTING PUBLIC STREET; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF CURVATURE OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT; RADIUS POINT BEARS SOUTH 20°00'00" WEST; THENCE 35.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°00'00"; THENCE SOUTH 11°00'00" EAST 73.65 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE EAST 63.77 FEET THENCE SOUTH 00°07'45" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,932 SQFT, 0.090 ACRES

Easement Area

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET AND SOUTH 00°07'45" WEST 228.29 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 10.00 FEET; THENCE NORTH 00°07'45" EAST 15.33 FEET; THENCE EAST 10.00 FEET; THENCE SOUTH 00°07'45" WEST 15.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: 153 SQFT