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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

When recorded return to:
Utah Certified Development Company
5333 South Adams Ave., Suite B
Ogden, Utah 84405

File Name: Graystone Mortgage, LLC
Loan #: 52957150-02

NCS 558346

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is made and enter into this 17th day of January, 2013, by and among **Utah Certified Development**, having a place of business at 5333 South Adams Ave, Suite B, Ogden, UT 84405 ("Beneficiary") and **SBA 2012 TC ASSETS LAND, LLC, a Delaware limited liability company**, whose mailing address is 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Tenant") and **Graystone Holding Company, LLC** ("Borrower") collectively, the ("Parties").

WITNESSETH:

WHEREAS, Borrower has or will be executing a Promissory Note, Deed of Trust and Fixture Filing, general Assignment of Lease (all documents being collectively referred to as the "Mortgage"), Loan Agreement, and other documents required by Lender to evidence and/or secure Borrower's Obligations under the Loan. The Mortgage encumbers or will encumber certain property owned by Borrower as more fully described In Exhibit A and Exhibit B attached hereto ("the Property");

WHEREAS, Borrower has conveyed a leasehold interest, which may be amended from time to time, in a portion of the Property and an appurtenant easement for access and utilities to Tenant ("the Lease");

WHEREAS, Beneficiary requires that the lease be subject and subordinate to the Mortgage;

WHEREAS, Beneficiary and Tenant desire that Tenant's occupancy under the lease shall not be disturbed should Beneficiary succeed to the Borrower's interest and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. Subordination of Interests. The lease and easement and all of Tenant's rights, title and interest thereunder, shall be subject to and subordinate to the lien of the Mortgage.
2. Estoppel Certificate. Beneficiary is relying on the following certifications and agreements of Tenant as consideration for Lender executing this Agreement and in the making of the Mortgage and Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement that (a) The Lease is in full force and effect, is the valid and binding obligation of Tenant, enforceable in accordance with its terms and all requirement for the commencement and validity of the Lease have been satisfied; (b) None of the rent which tenant is required to pay under the Lease has been prepaid prior to the execution of this Agreement, and payments going forward will be made in accordance with the terms of the Lease;
3. Non-Disturbance. Beneficiary hereby consents to the lease and easement, provided Tenant shall not be in default under the lease beyond the expiration of any grace, notice, or cure provided therein without cure. Beneficiary agrees that (i) all of Tenant's rights under the lease and easement (including without limitation any modifications, amendments, renewals or extensions of the lease or easement) and occupancy thereunder shall not be terminated, diminished, disturbed or affected in any manner by Beneficiary's foreclosure of the Mortgage or a transfer to Beneficiary by deed-in-lieu of foreclosure or otherwise; and (ii) Tenant shall not be named as a defendant in any foreclosure action or proceeding.
4. Attornment. Each of Beneficiary and Tenant agree to attorn to the other, in the event that title to the Property is conveyed to Beneficiary by foreclosure of the Mortgage, deed-in-lieu of foreclosure or otherwise and Beneficiary agrees to be fully bound to all of the terms and conditions of the lease as if Beneficiary was Borrower thereunder, except that Beneficiary shall not be liable for loss or damage arising from any act or omission prior to the earlier of the date title vests in Beneficiary, or Beneficiary's commencement of foreclosure or other proceedings against the Property or Borrower.
5. Right of First Refusal. Should Tenants have a right of first refusal pursuant to the Lease it shall not apply with respect to the foreclosure of the Trust Deed, through judicial foreclosure, trustee's sale or by any other manner, nor any other subsequent sale by Beneficiary or its assignee, in such foreclosure or sale, however, such right of first refusal shall be applicable to any other sale of the Demised Premises, and shall be binding upon purchasers at the foreclosure sale and all subsequent owners of the Demised Premises.

6. Tenant's Personal Property. Provisions of the Mortgage and/or any related documents shall not apply to any equipment owned or leased by Tenant which is not or may hereafter be placed on the Property and Tenant is authorized to remove said equipment in accordance with the terms of the lease.
7. Specific Performance. Each party hereto shall be entitled to specific performance of the covenants, agreement and rights contained in this Agreement. It is express intent of all parties hereto that all remedies provided at law or in equity, including without limitation, the right to specific performance as herein provided, shall be cumulative.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
9. Notices. All notices or demands which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed to have been given or served (i) by hand delivery, on the date of hand delivery, (ii) one (1) business day after delivery to an overnight courier for the next business day delivery, delivery charges prepaid, or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposit in the mail, address as follows:.

If to Beneficiary: Utah Certified Development Company
5333 South Adams Ave, Suite B
Ogden, UT 84405

If to Tenant: SBA 2012 TC ASSETS LAND, LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487

Borrower: Graystone Holding Company, LLC
1966 East 6200 South
Murray, UT 84121

Any party hereto may change the address set forth above, from time to time, by serving written notice of the changes upon the other parties hereto at least ten (10) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was given, or refusal to accept delivery, shall be deemed delivery hereunder.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State in which The Property is located;
11. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the date first above written.

WITNESS:

BENEFICIARY:

By: *Brittini S. Numura*
Name: Brittini S. Numura
Title: Administrative Asst.

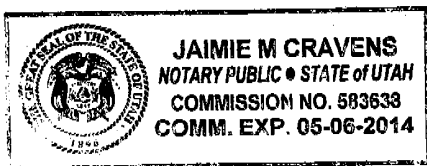
By: *Caryl Eriksson*
Name: Caryl Eriksson
Title: Vice President

ACKNOWLEDGEMENT

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this 22 day of January, 2013, before me, the undersigned notary public personally appeared, Caryl A. Eriksson, who being by me duly sworn, did say that she is the Vice President of Utah Certified Development Company, 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 she acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal



Jamie M. Cravens
NOTARY PUBLIC

Residing at: Ogden, UT

WITNESS:

TENANT:

SBA 2012 TC ASSETS LAND, LLC
A Delaware limited liability company

[Signature]
Signature
Print Name: Ana M. Warboza

By: [Signature]
Thomas P. Hunt
Senior Vice President, General Counsel
and Secretary

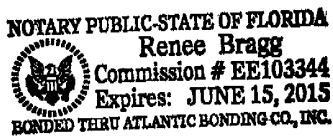
[Signature]
Signature
Print Name: Marlyna Navarro

ACKNOWLEDGEMENT

STATE OF FLORIDA)
 §
COUNTY OF PALM BEACH)

On this 18 day of January, 2013, before me, the undersigned notary public, personally appeared Thomas P. Hunt, Senior Vice President, General Counsel and Secretary of SBA 2012 TC ASSETS LAND, LLC, A Delaware limited liability company, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal



[Signature]
NOTARY PUBLIC
Residing at: Palm Beach County, FL

WITNESS:

BORROWER:

GRAYSTONE HOLDING COMPANY LLC

Sara Pearcock
 Signature
 Print Name: Sara Pearcock

Catherine J. Carpenter
 Signature
 Print Name: Catherine J. Carpenter

By: *Kipp V. Myers*
 Kipp V. Myers
 Managing Member

ACKNOWLEDGEMENT

STATE OF UTAH)
 §
 COUNTY OF SALT LAKE)

On this 17 day of JANUARY 2013, before me, the undersigned notary public, personally appeared Kipp V. Myers of Graystone Holding Company LLC., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal

Amy D. Hull
 NOTARY PUBLIC

Residing at: Salt Lake

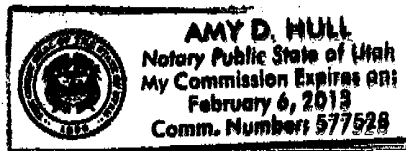


EXHIBIT A

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 ANGLE 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