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AND WHEN RECORDED RETURN TO:  
Davis Wright Tremaine LLP  
Attn: C. Eng  
777 108<sup>th</sup> Avenue NE, Suite 2300  
Bellevue, WA 98004-5149

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DAVIS WRIGHT TREMAINE LLP  
777 108TH AVE NE STE 2300  
BELLEVUE WA 98004-5149  
BY: DKP, DEPUTY - MA 8 P.

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**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

Landlord: B. Maxfield, L.L.C.  
Tenant: Verizon Wireless (VAW) LL d/b/a Verizon Wireless  
Legal Description: County of Salt Lake, State of Utah  
**Official legal description attached hereto as Exhibit "A"**  
Assessor's Tax Parcel ID#: 15-14-327-005  
Reference # (if applicable): N/A

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 18 day of January, 2017, among ZB, N.A., dba Zions First National Bank, whose address is 1 South Main Street, Salt Lake City, Utah 84133 ("Lender"), B. Maxfield, L.L.C., whose address is 15338 South Indian Paint Circle, Riverton, Utah 84065 ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

**RECITALS**

A. Tenant is the lessee pursuant to a Land Lease Agreement ("Lease") dated January 18, 2017, between Landlord and Tenant, of premises located at 1083 West 1700 South, Salt Lake City, County of Salt Lake, State of Utah ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a deed of trust on Landlord's Property ("Trust Deed"). A certain Trust Deed was executed by Landlord and Lender on August 29, 2016 and recorded on August 30, 2016 under Recording Number 12355115 in Book 10470, Page 6528 of the records of Salt Lake County, in the State of Utah.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, 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 Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease 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 landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent 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 Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest.


6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged

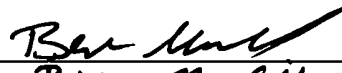
breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

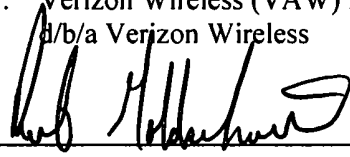
LENDER: ZB, N.A., dba Zions First National Bank

By:   
Name: Lori Harding  
Title: VP, collateral Monitoring Mgr.  
Date: 12/19/16

LANDLORD: B. Maxfield, L.L.C.

By:   
Name: Blake Marshall  
Title: member  
Date: 12/14/16

TENANT: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By:   
Name: **Rick Goldschmidt**  
Title: **Director Network Field Engineering**  
Date: 1/18/17

**LENDER ACKNOWLEDGMENT**

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

On this 19 day of December, 2016, before me, a Notary Public in and for the State of Utah, personally appeared Lori Harding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the VP, Collateral Monitoring Mgr of ZB, N.A., dba Zions First National Bank, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Diana Moungaafti  
NOTARY PUBLIC in and for the State of Utah,  
residing at Salt Lake  
My appointment expires 08-05-20  
Print Name Diana Moungaafti

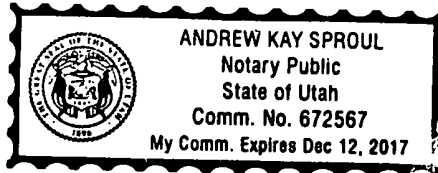
**LANDLORD ACKNOWLEDGMENT**

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

On this 14<sup>th</sup> day of DECEMBER, 2016, before me, a Notary Public in and for the State of UTAH, personally appeared BLAKE MAXFIELD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the MANAGING MEMBER of B. Maxfield, L.L.C., to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at 910 W 2100 S SLC 84119  
My appointment expires 12/12/17  
Print Name ANDREW SPROUL



STATE OF COLORADO

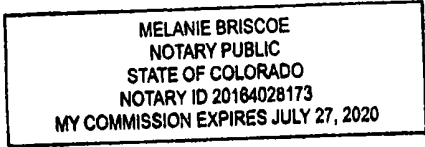
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this January 18<sup>th</sup> 2017 (date) by Rick Goldschmidt Director Network Field Engineering of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.

[Signature]  
Notary Public

Print Name: Melanie Briscoe

My commission expires:  
July 27, 2020



*Notary Seal*

**EXHIBIT "A"**  
**"Landlord's Property"**

All of Lots 12 to 19 inclusive, in Block 1 North and all of Lots 12 to 19, inclusive, Block 1 South, BEYLE'S RIVERSIDE PLAT, a subdivision of part of Lot 5, Section 14, Township 1 South, Range 1 West, Salt Lake Base and Meridian, together with 1/2 vacated alley lying adjacent to and south of the Lots in Block 1 North, and 1/2 vacated alley lying adjacent to and north of the Lots in Block 1 South,

Excepting therefrom the following described tracts :

Excepting, commencing 135 feet west from the Northeast Corner Lot 12, Block 1 North, Beyle's Riverside Plat; thence West 134.5 feet; thence South 76 feet; thence East 134.5 feet; thence North 76 feet to beginning.

Also excepting the north 9 feet of Lots 12, 13, 14, 15, and 16 and the North 9 feet of the East 10 feet of Lot 17, Block No. 1 North, Beyle's Riverside Plat (SD Sub), the south line of the Said North 9 feet being 42 feet perpendicularly distant from and parallel with the 1700 South Street monument line

Tax ID: 15-14-327-005