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Book - 10892 Pg - 8892-8898
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL TITLE
7130 GLEN FOREST DR
STE 300
RICHMOND VA 23226
BY: MGP, DEPUTY - MA 7 P.

Prepared by, ~~and Upon Recording~~
~~Return to~~

(Above Space for Recorder's Use Only)

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg

AFTER RECORDING, RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

Commitment #: 28546238

CONSENT TO LEASE AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS CONSENT TO LEASE AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (the "Agreement") dated the 28th day of May, 2019, is made and entered into by and between **FIRST SAMOAN FULL GOSPEL PENTECOSTAL CHURCH**, Incorporated in Salt Lake City, a Utah non-profit corporation (the "Borrower"), Vertical **BRIDGE DEVELOPMENT, LLC**, a Delaware limited liability company (the "Tenant"), and **HOME SAVINGS BANK** (the "Lender").

WITNESSETH

WHEREAS, Landlord is the fee simple holder of certain real property more particularly described in Exhibit A attached hereto (the "Premises");

WHEREAS, the Lender has made a loan to Borrower, which loan is secured by that certain Deed of Trust dated March 27, 2018 and recorded on March 28, 2018, in Book 10659, Page 8574-8592, in the official records of Salt Lake County, Utah (the "Mortgage"), which Mortgage encumbers the Premises;

WHEREAS, Borrower and Tenant entered into that certain Option and Lease Agreement dated the 10th day of April, 2019 (the "Lease"), which Lease is

evidenced by that certain Memorandum of Lease dated the ^{1st} ~~12th~~ day of December, 2019 and recorded on the x day of *, 20x in the official records of Salt Lake County, Utah; ** Being recorded concurrently herewith*

WHEREAS, the parties desire to evidence the subordination by Tenant of its leasehold interest in the Premises and Lender's agreement not to disturb Tenant's leasehold possession on the terms more particularly set forth herein;

WHEREAS, Tenant and Borrower desire to evidence Lenders acceptance and consent to the Lease and Tenant's rights therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **Non-Disturbance**. So long as Tenant is not in default (after the expiration of all periods afforded to Tenant during which Tenant has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease, Tenant shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's use, occupancy and quiet enjoyment of the Premises during the term of the Lease or any extension thereof set forth in the Lease, and Tenant shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease.

2. **Subordination**. Conditioned upon and subject to Lender's compliance with Section 1 above, Tenant hereby completely and unconditionally subordinates the Lease, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

3. **Attornment**. In the event Lender takes actual or constructive possession of the Premises, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, or in the event the Premises shall be purchased at a foreclosure sale by a third party, Tenant shall attorn to Lender or its designee, or such third party purchaser, as applicable, and Tenant shall recognize Lender or its designee or such third party purchaser, as applicable, as Tenant's landlord under the Lease, and Lender or its designee or such third party purchaser will recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue in full force and effect as a direct lease between Lender or its designee or such third party purchaser, as applicable, and Tenant for the full term thereof, together with all extensions and renewals thereof as the same may be exercised by Tenant thereunder. Lender or its designee or such third-party purchaser, as applicable, shall thereafter assume, perform and be bound by all of Landlord's obligations, as if Lender or its designee or such third-party purchaser were originally named therein as Landlord.

4. Lender's Consent. To the extent any such consent is required by Lender pursuant to the Mortgage, Lender acknowledges that Lender has reviewed the form of the Lease and hereby consents to Borrower entering into the Lease and Tenant's use therein.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the state in which the Premises are located.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

8. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

[Signatures on following page]

IN WITNESS, WHEREOF, the parties hereto have executed this Consent to Lease and Subordination, Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.

WITNESSES:

[Signature]
Name: GARY CASPER

[Signature]
Name: Sara Ahnert

BORROWER:

Samoan Full Gospel Pentecostal Church,
Incorporated in Salt Lake City, a Utah non-profit corporation

By: [Signature]
Name: TELENATO AH CHONG
Title: PASTOR

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 26 day of March, 2019 by Pelenato Ah Chong the Pastor of Samoan Full Gospel Pentecostal Church, Incorporated in Salt Lake City, a Utah non-profit corporation.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

Print Name: Miles Coe

My commission expires: 10-1-22



[Lender Signature Page to Consent to Lease and Subordination, Non-Disturbance and Attornment Agreement].

WITNESSES:

[Signature]
Name: Jeff Ballard

[Signature]
Name: Chris Scott

LENDER:

Home Savings Bank

By: [Signature]
Name: Don C. Ballard
Title: Vice President

STATE OF Utah

COUNTY OF Salt Lake

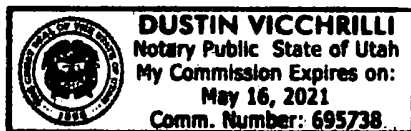
The foregoing instrument was acknowledged before me this 21st day of May 2019 by Don C. Ballard the Vice President of Home Savings Bank.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

Print Name: Dustin Vicchilli

My commission expires: May 16, 2021



Site Name: Carl Sandburg
Site Number: US-UT-7001

[Tenant Signature Page Consent to Lease and Subordination, Non-Disturbance and Attornment Agreement]

WITNESSES:

TENANT:

Vertical Bridge Development, LLC

CR Carrick

Name: Christopher Carrick

Rachel Williamson

Name: Rachel Williamson

By: [Signature]
Name: ALEX GELMAN
Title: CEO



STATE OF FLORIDA

COUNTY OF PALM BEACH

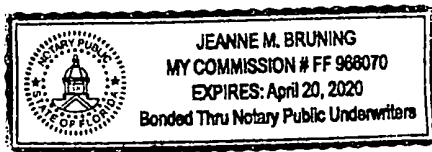
The foregoing instrument was acknowledged before me this 28th day of May, 2019 by ALEX GELMAN CEO of Vertical Bridge Development, LLC.

In witness whereof, I hereunto set my hand and official seal.

Jeanne M Bruning
Notary Public

Print Name: JEANNE M Bruning

My commission expires: 4/20/20



Site Name: Carl Sandburg
Site Number: US-UT-7001

EXHIBIT A

Legal Description

An interest in land, said interest being over a portion of the following described parent

Parcel 1:

Commencing 451 feet West and 40 feet North of the Southeast corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 77 feet; thence North 290 feet; thence East 77 feet; thence South 290 feet to the point of beginning.

Parcel 2:

Commencing 346 feet West and 235 feet North from the Southeast corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 105 feet; thence North 95 feet; thence East 105 feet; thence South 95 feet to the point of beginning.

(EXHIBIT A)

Site Name: Carl Sandburg
Site Number: US-UT-7001