

WHEN RECORDED RETURN TO:

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 45-487-0001

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), dated this 22 day of November 2013

by and between

GLOBAL SIGNAL ACQUISITIONS, a Delaware limited liability company, having a mailing address of Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Grantee");

and

BOYER LAKE POINTE, L.C., a Utah limited liability company, having a mailing address of 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 (hereinafter "Grantor");

and

BANK OF AMERICA N.A., a national banking association, having a mailing address of 214 No. Tryon Street, Charlotte, NC 28255 (hereinafter "Lender").

RECITALS:

WHEREAS, Grantor leases certain property (the "Property") more specifically described on Exhibit A attached hereto, to T-Mobile West Tower LLC pursuant to that certain Site Lease With Option dated January 22, 2007 by and between T-Mobile West Corporation, as the original tenant, and Grantor, as the original landlord, as it may have been amended and/or assigned (the "Lease");

WHEREAS, Grantee is purchasing from Grantor a perpetual easement ("Easement") over the Property and an assignment (the "Assignment") of Grantor's interest in the Lease;

WHEREAS, the Property is part of a parcel which is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Grantor in favor of Lender, notice of which was recorded on _____ at Instrument No. _____, in the Office of the Utah County Recorder, Utah;

WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Consent. Lender consents to the Easement and Assignment.
2. Nondisturbance. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a conveyance (an "Acquiring Party"), that the right of possession of the Property and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Easement, by reason of a Conveyance as defined herein. For purposes of this agreement, a "Conveyance" shall mean any of the following, including, but not limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the Grantor's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties

had before the Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior land owner. Lender will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment.

3. Attornment. Upon receipt by Grantee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Lender or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. Release of Lease. To the extent the Security Instrument in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Property (the Lease and such other leases are collectively referred to herein as the "Easement Leases"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Security Instrument, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Security Instrument and; it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Security Instrument. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Lender, the Lender hereby reassigns such rights, rents, profits, and revenue to Grantee.

5. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same are attached or affixed to the Property and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the Property whether directly or indirectly through Lender and to any assignees, licensees, agents, subeasement holders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Grantor.

7. Notices. All notices 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 (a) by hand

delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

8. Counterparts. This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Property is located.

[Signatures pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

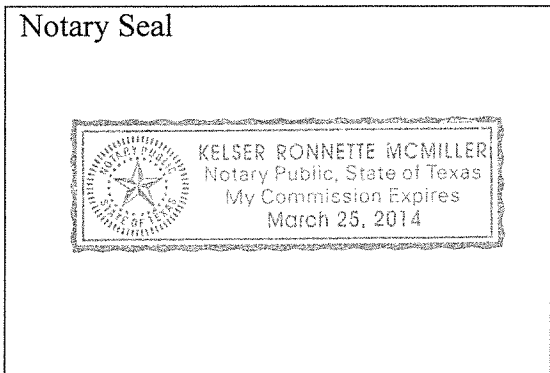
GRANTEE:
GLOBAL SIGNAL ACQUISITIONS, a Delaware limited liability company

By: Angela A. Siebe
Print Name: Angela Siebe
 Director
Title: Land Acquisition Operations

STATE OF TEXAS)
))
COUNTY OF HARRIS)

On this 4 day of NOVEMBER 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared ANGELA A. SIEBE, the DIRECTOR of GLOBAL SIGNAL ACQUISITIONS, known or identified to me to be the person whose name is subscribed to the foregoing Consent, Nondisturbance and Attornment Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

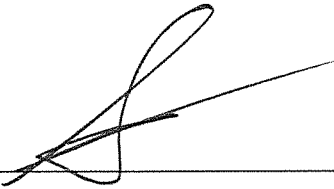
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Kel M. M.
(Signature of Notary)

My Commission Expires: 3-25-14

LENDER:
BANK OF AMERICA N.A., a national banking
association

By: 

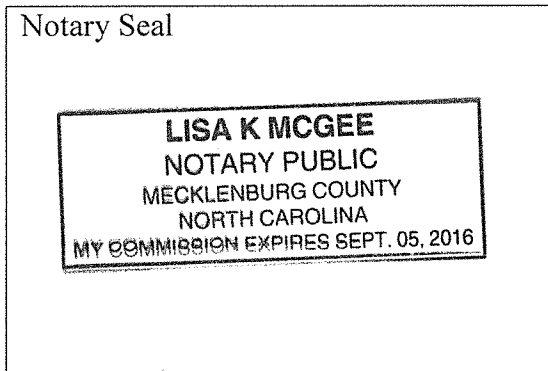
Print Name: STEVEN WASSER


Title: MANAGING DIRECTOR

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

On this 15th day of NOVEMBER 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared STEVEN WASSER, the MANAGING DIRECTOR of BANK OF AMERICA N.A., known or identified to me to be the person whose name is subscribed to the foregoing Consent, Nondisturbance and Attornment Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.




(Signature of Notary)

My Commission Expires: SEPTEMBER 5, 2016

EXHIBIT "A"
(Description of Property)

Easement Area

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (S.L.B.&M.), UTAH COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'17" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 149.11 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°51'43" WEST, 130.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°08'17" EAST, 27.73 FEET; THENCE SOUTH 00°51'43" WEST, 30.00 FEET; THENCE NORTH 89°08'17" WEST, 27.73 FEET; THENCE NORTH 00°51'43" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 0.019 ACRES OR 832 SQUARE FEET MORE OR LESS.

Access Easement Area

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (S.L.B.&M.), UTAH COUNTY, UTAH AND BEING A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'17" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 83.33 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°51'43" WEST, 132.58 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY LINE OF 400 WEST STREET; THENCE NORTH 78°22'33" EAST, 50.83 FEET; THENCE SOUTH 11°37'27" EAST, 34.60 FEET; THENCE NORTH 85°14'38" EAST, 8.71 FEET TO THE POINT OF TERMINUS.

12 FOOT WIDE ACCESS AND UTILITY EASEMENT CONTAINS 0.026 ACRES OR 1129 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF 400 WEST STREET AND THE WESTERLY LINE OF THE TOWER EASEMENT.