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Book - 11087 Pg - 7974-7981
RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 8 P.

Parcel No.
08-35-457-025-0000

AFTER RECORDING, PLEASE RETURN TO:

Deseret First Credit Union
Attn: Brady Smith
3999 West Parkway Boulevard
West Valley City, UT 84120

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"), dated this 24 day of December, 2020.

by and between

Crown Castle USA Inc., a Delaware corporation, successor in interest to Wireless Capital Partners, LLC, a Delaware limited liability company, with a notice address of Crown Castle USA Inc., General Counsel, Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "**Tenant**");

and

Carbon Element, LLC, a Utah limited liability company, successor in interest to Robert E. Barr, whose address is 129 West 50 South, Farmington, Utah 84028 (hereinafter "**Landlord**");

and

Deseret First Federal Credit Union, with a place of business located at 3999 West Parkway Boulevard, West Valley City, Utah 84120 (hereinafter "**Lender**").

RECITALS:

WHEREAS, Tenant and Landlord entered into a Purchase and Sale of Lease and Successor Lease dated September 26, 2007, as amended and assigned (the "Lease") covering that certain real property located in Salt Lake County, Utah, more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises"), recorded as Document # 10265823 on 11/2/2007;

WHEREAS, the property, a part of which property contains the Premises, is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord in favor of Lender;

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 to induce Lender to execute the Security Instrument and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Subordination. So long as this Agreement will remain in full force and effect, the Lease and that certain Deed of Trust and Assignment of Leases and Rents dated 11/9/2010, recorded on 11/19/2010, as Document # 11079497, is and will be subject and subordinate in all respects to the Security Instrument recorded on December 24, 2020 as entry and recorded concurrently herewith insofar as it affects the real property of which the Premises forms a part (but not Tenant's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Lease.

2. Nondisturbance. So long as the Lease is in full force and effect and Tenant is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Tenant under the Lease 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 Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as specified in the Lease, by reason of a conveyance as defined herein. For purposes of this agreement, a conveyance shall include, but not be 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 Premises and any other transfer, sale or conveyance of the Landlord's interest in the Premises 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 Tenant agree that any conveyance shall be made subject to the Lease and the rights of Tenant under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Tenant and Landlord had before conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior landlord. Lender will not join Tenant 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 Lease.

3. Attornment. Upon receipt by Tenant of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Lease, to remain bound under the Lease and Tenant agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then

remaining balance of the term of the Lease and any extensions or expansions thereof as made pursuant to the Lease, subject to Tenant's express rights to terminate the Lease as provided therein. 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. Tenant shall be under no obligation to pay rent to Lender or any Acquiring Party until such notice and reasonable supporting documentation are received.

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

5. 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 real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees or subtenants of Tenant which are permitted under the Lease.

6. 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.

7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

TENANT:

CROWN CASTLE USA INC., a Delaware corporation

By: _____
Print Name: Tara Groda
Print Title: Manager National RE Ops

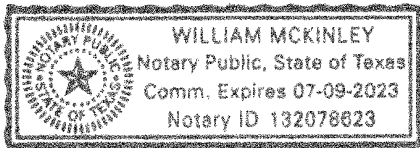
ACKNOWLEDGEMENT

State/Commonwealth of Texas
County of Harris

On this, the 22 day of December, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Tara Groda, who acknowledged herself to be the Manager National RE Ops of Crown Castle USA Inc., a Delaware corporation, and that she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William McKinley
Notary Public




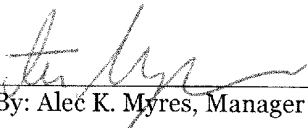
LANDLORD:

Carbon Element, LLC, a Utah limited liability company

By: HARPA, LLC, a Utah limited liability company, (Manager)


By: Joseph E. Turley, Manager of HARPA, LLC

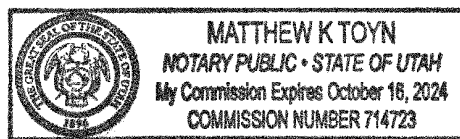

By: Tyler S. McArthur, Manager of HARPA, LLC

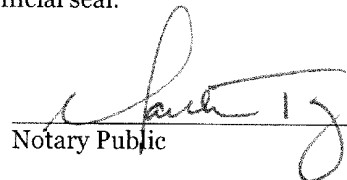

By: Alec K. Myres, Manager of HARPA, LLC

State of Utah
County of Salt Lake

On this, the 24 day of December, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Joseph E. Turley, who acknowledged to be the Managers of HARPA, LLC, a Utah limited liability company, which entity is the Manager of Carbon Element, LLC, a Utah limited liability company, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



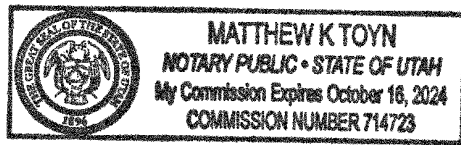

Notary Public


[Signatures Continue to Following Page]

State of Utah
County of Salt Lake

On this, the 24 day of December, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Tyler S. McArthur, who acknowledged to be the Manager of HARPA, LLC, a Utah limited liability company, which entity is the Manager of Carbon Element, LLC, a Utah limited liability company, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

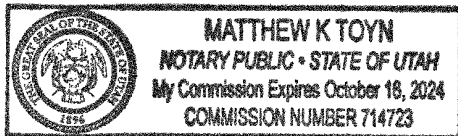


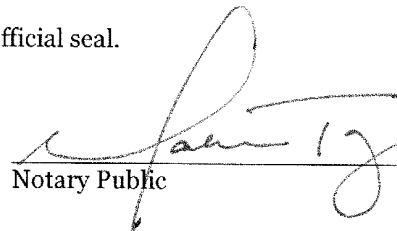

Notary Public

State of Utah
County of Salt Lake

On this, the 23 day of December, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Alec K. Myres, who acknowledged to be the Manager of HARPA, LLC, a Utah limited liability company, which entity is the Manager of Carbon Element, LLC, a Utah limited liability company, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

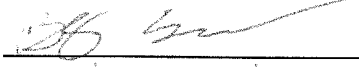
IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

LENDER:

Deseret First Federal Credit Union

By: 
Print Name: Brady Smith
Print Title: AVP Business Services

ACKNOWLEDGEMENT

State Utah
County of Salt Lake

On this, the 24th day of December, 2020, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Brady Smith, who acknowledged him/herself to be the AVP Business of Deseret First Federal Credit Union, and that he/she, being authorized to do so, executed the foregoing Subordination, Nondisturbance and Attornment Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



EXHIBIT A

BEGINNING 1 ROD SOUTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 58, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 6 RODS; THENCE WEST 9 RODS; THENCE SOUTH 6 RODS; THENCE EAST 9 RODS TO THE PLACE OF BEGINNING.

Said property is also known by the street address of:
47-49 North 800 West
Salt Lake City, UT 84116