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4/26/2012 9:23:00 AM \$22.00  
Book - 10011 Pg - 6549-6554  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 6 P.

F- 82957F  
Tax No. 21-01-177-010

**Prepared by and Return To:**  
**Attorney Alexis Smith, Land Management**  
**American Tower Corporation**  
**10 Presidential Way**  
**Woburn, MA 01801**  
**Attn: Land Management**  
**ATC Site # 310264**  
**ATC Site Name: Meadowbrook UT 2**  
**Tax Parcel ID Number(s): 21-01-177-010**

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is made and entered into this 17<sup>th</sup> day of APRIL, 2012, by and among CHRISTIAN COMMUNITY CREDIT UNION, having a place of business at 255 N. Lone Hill Ave. San Dimas, CA 91773 ("Beneficiary") and AMERICAN TOWER ASSET SUB, LLC, whose mailing address is 116 Huntington Avenue, Boston, Massachusetts 02116 ("Tenant") collectively, the ("Parties").

WITNESSETH:

WHEREAS, CALVARY CHAPEL SALT LAKE CITY (hereinafter known as "Landlord") granted the following to Beneficiary:

DEED OF TRUST DTD APRIL 11, 2012

in the SALT LAKE County Records, \_\_\_\_\_ (all documents being collectively referred to as the "Mortgage") encumbering certain property owned by Landlord as more fully described in Exhibit A attached hereto ("the Property");

WHEREAS, Landlord 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 Landlord'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 right, title and interest thereunder, shall be subject to and subordinate to the lien of the Mortgage.
2. 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.
3. 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 Landlord 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 Landlord.
4. 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 now or may hereafter be placed on the Property and Tenant is authorized to remove said equipment in accordance with the terms of the lease.
5. Specific Performance. Each party hereto shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the 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.
6. 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.
7. 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 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, addressed as follows:

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If to Beneficiary: CHRISTIAN COMMUNITY CREDIT UNION  
255 N. Lone Hill Ave.  
San Dimas, CA 91773

If to Tenant: AMERICAN TOWER ASSET SUB, LLC  
c/o American Tower  
10 Presidential Way  
Woburn, MA 02116  
Attn: Land Management

With a copy to: AMERICAN TOWER ASSET SUB, LLC  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal

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 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.

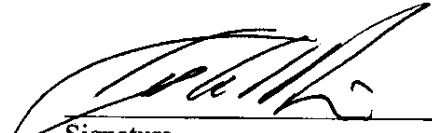
8. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State in which The Property is located;
9. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

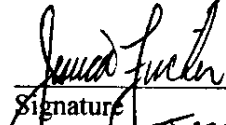
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the date first above written.

WITNESSES:

BENEFICIARY:  
CHRISTIAN COMMUNITY  
CREDIT UNION

  
Signature  
Print Name: Tony A. Massich

By: KMR. Murphy  
Print Name: KEN R. MURPHY  
Title: VP OF M&A, CO

  
Signature  
Print Name: Jessica Fischer

Date: 4/17/12

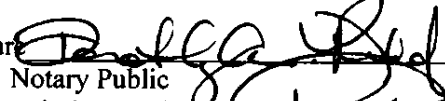
ACKNOWLEDGEMENT

BENEFICIARY  
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss:

On Apr. 17, 2012 before me, DOROTHY A. RIDDLE,  
*(here insert name and title of the officer)*  
personally Appeared KEN R. MURPHY, personally known to me  
*Name(s) of Document Signer(s)*

~~(or~~ proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which they person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal

Signature   
Notary Public  
My Commission Expires: JUNE 2, 2013

{Seal}

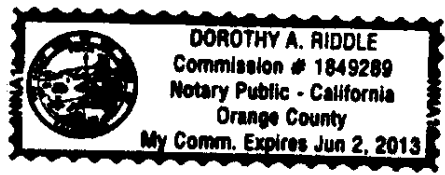




EXHIBIT A  
APN# 21-01-177-010

PARCEL 1:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1255.71 feet and North 00°09'30" West 598.72 feet from the Southeast corner of Lot 1, Block 11, Ten Acre Plat "A", Big Field Survey and running thence North 00°03'10" West 193.643 feet; thence South 89°50'30" West 48.50 feet; thence North 00°03'10" West 70.00 feet; thence North 89°50'30" East 127.609 feet; thence North 00°09'30" West 250.00 feet; thence North 89°50'30" East 110.48 feet; thence South 03°24'13" East 208.59 feet; thence South 80°16'04" West 3.57 feet; thence South 305.34 feet; thence West along the North line of Century Drive 197.52 feet to the point of BEGINNING.

Tax Parcel No. 21-01-177-010

PARCEL 2:

A non-exclusive 23.50 foot right of way described as follows:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1255.71 feet and North 00°09'30" West 598.72 feet from the Southeast corner of said Lot 1, Block 11 and running thence North 00°03'10" West 193.643 feet; thence South 89°50'30" West 23.50 feet; thence South 00°03'10" East 193.578 feet; thence East 23.50 feet to the point of BEGINNING.

PARCEL 3:

A non-exclusive right of way described as follows:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1319.21 feet and North 00°09'30" West 598.72 feet from the Southeast corner of said Lot 1, Block 11 and running thence North 00°09'30" West 193.467 feet; thence North 89°50'30" East 15.357 feet; thence North 00°03'10" West 70.00 feet; thence South 89°50'30" West 222.393 feet to the East right of way of 500 West Street; thence South 0°09'30" East 15.00 feet along said street; thence North 89°50'30" East 183.408 feet; thence South 0°09'30" East 248.402 feet to the North right of way of Century Drive; thence East 23.50 feet along said street to the point of BEGINNING.

Site # 310264 - Meadowbrook UT 2