

WHEN RECORDED, RETURN TO:
Zions First National Bank
1 South Main Street, Suite 1100
Salt Lake City, Utah 84133

11476205
9/21/2012 12:46:00 PM \$22.00
Book - 10058 Pg - 4549-4555
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 7 P.

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (this "Agreement") is made and entered into as of the 18th day of ~~August~~ ^{September}, 2012 by and between TCO Assets Land LLC, a Delaware limited liability company, successor in interest to Kipp V. Myers ("Lessor"), TowerCo Assets LLC, a Delaware limited liability company, successor in interest to the original lessee Qwest Wireless, LLC, ("Lessee"), Graystone Holding Company, LLC, a Utah limited liability company ("Owner") and Zions First National Bank ("Lender"), collectively the "Parties."

WITNESSETH:

Whereas, Kipp V. Myers, previous owner of the below mentioned property who transferred, sold or assigned his interest to the Owner, and Lessor have entered into that certain Assignment and Assumption of Ground Lease July 19, 2012 (the "Assignment") pursuant to which Owner assigned his interest to that certain Option and Site Lease Agreement—Site #SLC-240-A (the "Lease") located at 1966 East 6200 South, Salt Lake City, Utah 84121, as more particularly described in *Exhibit A*, attached hereto and made a part hereof by this reference ("Property"); said Lease defines the area of the Property being leased ("Premises");

Whereas, Lessee executed a Memorandum of Agreement dated June 9, 2009 with Janik Investment Company, LLC, the original lessor, assuming the obligations under the Lease and became the successor in interest to that certain Lease as lessee.

Whereas, in connection with the Owner obtaining a loan from Lender secured by Owner's real property, some of said real property which is located in the Property, Owner has requested, and Lessor and Lessee have agreed, subject to certain conditions, to subordinate to the Lender's lien ("Lender's Lien").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. In the event of the foreclosure, sale or transfer of the Property (collectively, a "Transfer"), Lender shall not join Lessor and Lessee in any foreclosure proceeding, unless such joinder is necessary, in Lender's discretion, to complete the foreclosure, nor shall Lender disturb the possession of Lessor and Lessee under the Lease. In the event of a Transfer, Lender or any successor owner of the Property resulting from a Transfer will perform and be bound by all of the obligations imposed on Owner by the Lease and Assignment for the balance of the term of the Lease, as long as no event of default has occurred under the Lease. Lender will not interfere with Lessor and Lessee's full access to

the Premises for the purposes of the Lease and making repairs and improvements to the Premises; and, not to interfere with the Lessor and Lessee, or its agents, in their Lease on the Premises.

2. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject to and subordinate to the Lender's Lien and the liens created by the loan documents, including all renewals, modifications, consolidations, replacements, and extensions of the loan and any of the loan documents, and any future lien or liens affecting the Premises held by or made for the benefit of Lender.

3. Lender, or any successor owner of the Property resulting from a Transfer, shall not be (a) liable for any obligations under the Lease or Assignment which arise or accrue prior to a Transfer or which arise or accrue at any time after Lender ceases to be the owner of the Premises; (b) liable for any damages or other relief attributable to any latent or patent defect in the Premises; (s) subject to any offsets or defenses which Lessee might have against any prior landlord; and (d) liable for any indirect or consequential damages, including loss of sublet rentals, loss of profits, or damage to goodwill or reputation.

4. The Parties acknowledge Owner has or may assign his interest in the Assignment to Lender and acknowledge that they have notice.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the Parties agree to submit to the jurisdiction of the courts of Salt Lake City, Utah. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to the Agreement shall be effective unless given in writing and signed by all of the parties. Upon the occurrence of a default under this Agreement, the defaulting party shall pay all reasonable attorneys' fees and costs incurred by the non-defaulting party to enforce this Agreement.

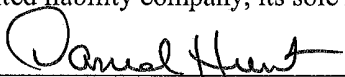
[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Parties as of the day and year first written above.

LESSOR:

TCO Assets Land LLC, a Delaware limited liability company

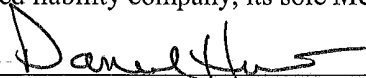
By: TowerCo Acquisition LLC, a Delaware limited liability company, its sole Member

By: 
Name: Daniel Hunt
Title: VP/CFO

LESSEE:

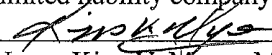
TowerCo Assets LLC, a Delaware limited liability company

By: TowerCo Acquisition LLC, a Delaware limited liability company, its sole Member

By: 
Name: Daniel Hunt
Title: VP/CFO


OWNER:

Graystone Holding Company, LLC, a Utah limited liability company


Name: Kipp V. Myers, Managing Member

LENDER:

Zions First National Bank

By: 
Name: Vivienne Davies
Title: EB, R.M. VP.

STATE OF North Carolina

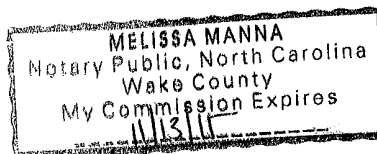
COUNTY OF Wake

On 9/18/12 before me, Melissa Manna
(Name of Notary Public)

personally appeared Daniel Hunt, VP and CFO of TowerCo Acquisition LLC, a Delaware limited liability company, sole member of **TCO ASSETS LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY** who 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 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa Manna
(Signature of Notary Public)



STATE OF North Carolina

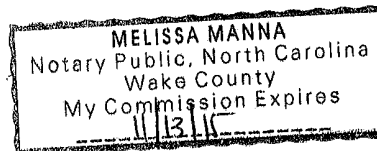
COUNTY OF Wake

On 9/18/12 before me, Melissa Manna
(Name of Notary Public)

personally appeared Daniel Hunt, VP and CFO of TowerCo Acquisition LLC, a Delaware limited liability company, sole member of **TOWERCO ASSETS LLC, A DELAWARE LIMITED LIABILITY COMPANY** who 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 the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa Manna
(Signature of Notary Public)



STATE OF UTAH

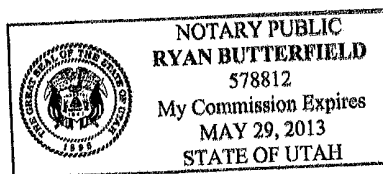
COUNTY OF SALT LAKE

On 17 Sept. 2012 before me, Ryan Butterfield
(Name of Notary Public)

personally appeared Kipp V. Myers, Managing Member of GRAYSTONE HOLDINGS COMPANY, LLC, A UTAH LIMITED LIABILITY COMPANY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ryan Butterfield
(Signature of Notary Public)



STATE OF UTAH

COUNTY OF SALT LAKE

On 17 Sept. 2012 before me, Ryan Butterfield
(Name of Notary Public)

personally appeared Vivienne Davies the Vice-President of ZIONS FIRST NATIONAL BANK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ryan Butterfield
(Signature of Notary Public)

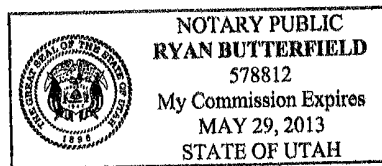


EXHIBIT "A"
Property

BEGINNING AT A POINT NORTH 89°56'00" WEST 267.286 FEET (267.29 FEET WEST BY DEED) AND SOUTH 00°04'00" WEST (SOUTH BY DEED) 33.00 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°56'00" WEST (WEST BY DEED) 80.00 FEET; THENCE SOUTHWESTERLY ALONG THE EASTERLY EDGE OF A ROAD AROUND A CURVE HAVING A RADIUS OF 20.00 FEET FOR A DISTANCE OF 24.45 FEET; (24.43 FEET BY DEED); THENCE ALONG THE EASTERLY EDGE OF A ROAD SOUTH 20°00'00" WEST 120.64 FEET; THENCE SOUTH 00°04'00" WEST 101.42 FEET (SOUTH 101.48 FEET BY DEED); THENCE SOUTH 89°50'00" EAST 139.65 FEET (EAST 140.05 FEET BY DEED); THENCE NORTH 00°04'00" EAST (NORTH BY DEED) 228.00 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE HEREIN DESCRIBED PROPERTY LIES WITHIN LOT 5, JEREMY SUBDIVISION.

THE FOLLOWING IS SHOWN FOR INFORMATION PURPOSES ONLY: 22-21-227-012

Exhibit "B"
Premises

LEASE AREA

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET AND SOUTH 00°07'45" WEST 228.29 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 10.00 FEET; THENCE NORTH 00°07'45" EAST 15.33 FEET; THENCE EAST 10.00 FEET; THENCE SOUTH 00°07'45" WEST 15.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: 153 SQFT

TOGETHER WITH A UTILITY AND ACCESS EASEMENT

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET, SOUTH 00°07'45" WEST 228.29 FEET AND WEST 15.33 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 63.73 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 48.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE NORTH 11°00'00" WEST 73.65 FEET TO THE POINT OF CURVATURE OF A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 14.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 59°00'00" TO THE EASTERLY RIGHT OF WAY LINE OF JEREMY DRIVE, AN EXISTING PUBLIC STREET; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF CURVATURE OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT; RADIUS POINT BEARS SOUTH 20°00'00" WEST; THENCE 35.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°00'00"; THENCE SOUTH 11°00'00" EAST 73.65 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE EAST 63.77 FEET THENCE SOUTH 00°07'45" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,932 SQFT, 0.090 ACRES