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3/9/2016 3:14:00 PM \$31.00
Book - 10409 Pg - 8841-8849
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 9 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle AS LLC
Attn: Legal Department
1220 Augusta Drive, Suite 500
Houston, TX 77057

PREPARED BY:

Christian A. Farmakis, Esquire
Babst Calland
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

MNT- 48234

28-17-182-034-2000; 28-17-182-034-6001; 28-17-182-032

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Consent, Nondisturbance and Attornment Agreement (this "Agreement"), dated this

3 day of March, 2016.

by and between

Crown Castle AS LLC, a Delaware limited liability company, with a notice address of E. Blake Hawk, Executive Vice President, Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317, its successors and assigns (hereinafter "**Crown**");

and

Hilltop United Methodist Church, a Utah non-profit corporation, with a notice address of 985 East 10600 South, Sandy, UT 84094, its successors and assigns (hereinafter "**Owner**");

and

The United Methodist Development Fund, a Pennsylvania nonprofit corporation, with a notice address of 475 Riverside Drive, 14th floor, New York, NY 10115, its successors and assigns (hereinafter "**Lender**").

RECITALS:

WHEREAS, Western PCS II Corporation is in possession of a portion of that certain property owned by Owner located at 985 East 10600 South, Sandy, UT 84094 (the "**Property**") and more specifically described on Exhibit A attached hereto, pursuant to, respectively, that

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certain Site Lease With Option, as such agreement may have been amended and/or assigned (the “**Customer Agreement**”);

WHEREAS, Owner and Crown (or its assigns) intend to enter into a Rooftop Lease and Assignment Agreement (the “**Lease and Assignment**”) that will grant to Crown (i) a fifty (50) year lease in, on, over and around certain portions of the building located on the Property (the “**Leased Premises**”), as such Leased Premises is to be more particularly described and/or depicted in the Lease and Assignment, and (ii) an assignment of certain of Owner’s rights and interests in the Customer Agreements;

WHEREAS, the Leased Premises and the Customer Agreements, together with all existing and future rents, revenues, profits, income, and proceeds therefrom (the “**Rents**”) are part of the Property that is encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements, including, without limitation (i) that certain Deed of Trust With Assignment of Rents, and the terms and conditions thereof, with a stated amount of \$675,000.00; trustor: Hilltop United Methodist Church; trustee: David W. Overholt, a member of the Utah State Bar; Beneficiary: The United Methodist Development Fund, dated September 12, 2008, recorded September 16, 2008, at Entry No. 10520454, Book 9642, Page 8462 in the official public records of Salt Lake County, Utah (collectively, the “**Security Instrument**”);

WHEREAS, the parties desire to (i) evidence the release of the Customer Agreements, the Rents, and certain related collateral from the lien and security interest created by the Security Instrument, and (ii) 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 hereby consents to the Lease and Assignment.
2. Nondisturbance. So long as the Lease and Assignment is in full force and effect and Crown is not in material default of any of its terms, obligations, covenants or conditions under the Lease and Assignment, Lender agrees for itself and its successors in interest and assigns, that the right of possession of the Leased Premises and all other rights of Crown under the Lease and Assignment shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of Lender’s rights under the Security Instrument during the term of the Lease and Assignment, 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 Owner’s interest in the

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Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender and any other person acquiring title to the Property through a Conveyance (an “**Acquiring Party**”) agree that any Conveyance shall be made subject to the Lease and Assignment and to the rights of Crown under the Lease and Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease and Assignment as such parties had before the Conveyance. So long as the Lease and Assignment is in full force and effect and Crown is not in default (beyond applicable notice and cure periods) of any of the terms, obligations, covenants or conditions under the Lease and Assignment, Lender will not join Crown as a party in any action or proceeding to foreclose the Security Instrument unless such joinder is necessary to foreclose the Security Instrument and then only for such purpose and not for the purpose of terminating or attempting to void the Lease and Assignment.

3. Attornment. Upon receipt by Crown of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, Crown agrees to attorn to, accept and recognize Lender or any Acquiring Party as the “Owner” under the Lease and Assignment pursuant to the provisions expressly set forth therein for the term of the Lease and Assignment. 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 Customer Agreements, Rents, and Related Collateral. To the extent the Security Instrument in any way includes or encumbers the Customer Agreements, the Rents, or any communications towers, antennas, and related equipment located on the Property and owned by Owner, Crown, or lessees under the Customer Agreements (collectively, the “**Communications Equipment**”) as security for the debt secured by the Security Instrument, then the Customer Agreements, the Rents, and the Communications Equipment are hereby released and forever discharged from the lien evidenced by the Security Instrument to the same extent as the Customer Agreements, the Rents, and the Communications Equipment are being conveyed and assigned by Owner to Crown under the Lease and Assignment, it being intended that the Customer Agreements, the Rents, and the Communications Equipment can and shall be conveyed to Crown by Owner simultaneously with the execution of and pursuant to the Lease and Assignment, free and clear of the lien evidenced by the Security Instrument. Lender hereby authorizes Crown to file one or more Forms UCC-3 – Financing Statement Amendments indicating the aforesaid as deleted collateral and indicating that Lender has authorized such filing(s), in such jurisdictions and filing offices as Crown deems appropriate. Furthermore, in the event Owner has previously assigned the Customer Agreements, the Rents, or the Communications Equipment to Lender, Lender hereby reassigns the aforesaid to Crown; provided however and notwithstanding anything to the contrary contained herein, the Security Instrument shall continue to be enforceable against and secured by Owner's interest in and to the Lease and Assignment and all of the rights retained by Owner thereunder, including, but not limited to, Owner's right to receive Revenue Share (as defined in the Lease and Assignment).

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5. Limitation. Lender hereby expressly waives any interest in and to any Communications Equipment owned by Crown, any lessee under the Customer Agreements, and any future lessee of Crown relating to the Leased Premises now or hereafter located on or affixed to the Property or any portion thereof regardless of the manner in which same is attached or affixed to the Property, and Lender hereby agrees that the same does not constitute realty or fixtures and acknowledges that Crown and such lessees are authorized to remove said personal property provided that Crown fully repairs and restores (or causes to be repaired or restored) any damage to the Property caused by such removal.

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, sub-easement holders, tenants or subtenants of Crown. Furthermore, in the event Crown assigns the Lease and Assignment to a third party, Crown shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Lender and Owner.

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. To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other parties, and that the executed telecopied or emailed document shall be binding and enforceable as an original; provided, however, that at least one original signature of Lender and Owner shall be provided to Crown for recordation purposes.

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.

[Signature pages follow.]

OWNER: HILLTOP UNITED METHODIST CHURCH, a Utah non-profit corporation

By: C.D. Shaw Robert A. Brant
Name: C. D. SHAW ROBERT A. BRACE II
Title: PASTOR CHUR. BOARD OF TRUSTEES

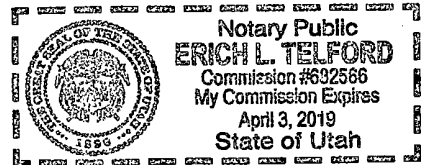
ACKNOWLEDGMENT

STATE OF Utah)
)SS:
COUNTY OF Salt Lake)

On the 7 day of March in the year 2016, before me, the undersigned, personally appeared C. Dennis Shaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Salt Lake [insert city or other political subdivision and the State].
State of Utah

[Signature]
Notary Public

[Signature page to CNDA - Owner]



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STATE of Utah, County of Salt Lake) ss:

On this date, 7th day of March, 2016 personally appeared before me Robert E. Brace who being by me duly sworn did say, that he is the Board of Trustees Chair of Hilltop United Methodist Church the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Robert E. Brace acknowledged to me that said corporation executed the same.



Notary Public

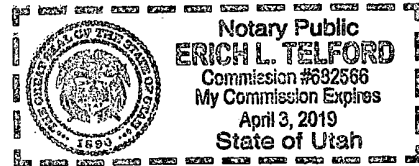


EXHIBIT A
(Description of Property)

Parcel A:

Commencing at the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 224 feet, more or less, to the adjoining property line; thence North 32 rods, more or less along said property line to the Northeast Corner of said adjoining property; thence East 224 feet, more or less, to the Quarter Section line; thence South along Quarter Section line 32 rods, more or less, to the beginning.

Less and Excepting therefrom:

Commencing at the Southeast corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 224.00 feet; thence North 40 feet; thence East 224.00 feet; thence South 40 feet to the point of beginning.

Parcel B:

Commencing 264 feet North and 224 feet West from the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence West 82.5 feet thence North 324 feet, more or less, to the South line of 10515 South Street; thence along the South line of said street on a curve Easterly 82.5 feet, more or less, to a point which is 324 feet, more or less, North of the point of beginning; thence South 324 feet, more or less, to the point of beginning.

Parcel C:

Commencing 528 feet North from the Southeast corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence West 224 feet; thence North 50 feet, more or less; thence West 82.5 feet; thence South 50 feet, more or less, thence West 50 feet; thence North 61.31 feet thence Southeasterly along a curve to the left 50.8 feet; thence Easterly 111.14 feet; thence Southeasterly along a curve to the right 141.29 feet; thence Southeasterly along a curve to the left 55.86 feet; thence South 0°24'07" West 28.87 feet to the beginning.

Parcel D:

Commencing 224 feet West of the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 5 rods; thence North 32 rods, thence East 5 rods, thence South 32 rods to the place of beginning.

Less and Excepting therefrom:

Commencing at a point 264 feet North and 224 feet West from the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 5 rods; thence North 264 feet; thence East 5 rods; thence South 264 feet to the point of beginning.

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