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FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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AINE LLP

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**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMENT AGREEMENT**

Landlord: Leadership Learning Academy, Inc., a Utah non-profit corporation

Tenant: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: County of Davis, State of Utah
Official legal description attached hereto as Exhibit "A"

Assessor's Tax Parcel ID#: 09-403-0301

Reference # (if applicable): N/A

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 20th day of February, 2016, among CLI Utah I, LLC, a Texas limited liability company, whose address is 5305 West Interstate 40, Suite C, Amarillo, Texas 79106 ("Lender"), Leadership Learning Academy, Inc., a Utah non-profit corporation, whose address is 100 West 2675 North, Layton, Utah 84041 ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to a Site lease ("Lease") dated February 20, 2016, between Landlord and Tenant, of premises located at 100 West 2675 North, Layton, County of Davis, State of Utah ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a deed of trust on Landlord's Property ("Trust Deed"). A certain Trust Deed dated December 18, 2014 was executed by Landlord and recorded on December 18, 2014 under Recording Number 2839814 in Book 6167, Page 1218, and assigned by that certain Assignment recorded on February 16, 2016 under Recording Number 2921003, in Book 6453, Page 1007, of the records of Davis County, in the State of Utah.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. **Consent.** Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. **Non-Disturbance.** So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the

Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

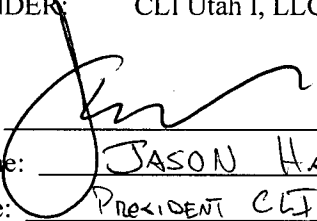
6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Hazardous Materials. Lender acknowledges and agrees that Tenant shall have the right to use commercially reasonable amounts of hazardous materials that are commonly used in the telecommunications industry in similar facilities, provided that such use shall be in full compliance with industry standards and all applicable laws pertaining to the use, storage, and disposal of such materials. Such use of hazardous materials shall not be deemed a default by Landlord under the Trust Deed.

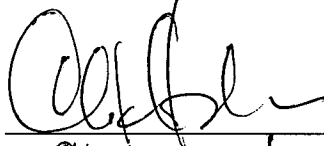
8. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.


LENDER: CLI Utah I, LLC, a Texas limited liability company

By: 
Name: JASON Hall
Title: PRESIDENT CLI CAPITAL, managing member
Date: 8/17/17

LANDLORD: Leadership Learning Academy, Inc.,
a Utah non-profit corporation

By: 
Name: Chukwura Uzo
Title: BOARD chair LLA charter
Date: 9/14/2017

TENANT: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

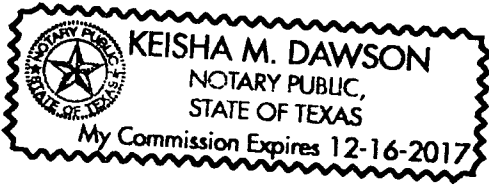
By: 
Name: Steve LeVar
Title: Director Network Field Engineering
Date: 2/20/2018

LENDER ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Potter)

On this day of August 17, 2017, before me, a Notary Public in and for the State of Texas, personally appeared Jason Hall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the President of CLI Capital Managing Member of CLI Utah I, LLC, a Texas limited liability company, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Keisha M. Dawson
NOTARY PUBLIC in and for the State of Texas,
residing at 5305 W. 1-40 Amarillo, TX 79106
My appointment expires 12-16-17
Print Name Keisha M. Dawson

LANDLORD ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Davis)

On this 14 day of September, 2017, before me, a Notary Public in and for the State of UTAH, personally appeared Chukwura Uzo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Board Chair of Leadership Learning Academy, Inc., a Utah non-profit corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

D. Thurgood
NOTARY PUBLIC in and for the State of UT,
residing at Salt Lake County
My appointment expires Feb 20, 2018
Print Name Daniel Thurgood



TENANT ACKNOWLEDGMENT

STATE OF UTAH

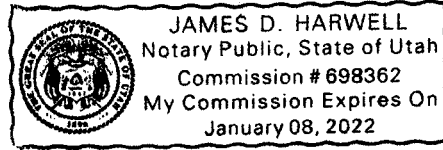
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 20th day of Feb, 2018 (date) by Steve LeVar Director Network Field Engineering of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, on behalf of the corporation.

James D. Harwell
Notary Public

Print Name: _____

My commission expires:



Notary Seal

EXHIBIT "A"
"Landlord's Property"

Lot 301, WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 3, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.