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Date: 09/27/2016 01:48 PM
Fee: \$26.00
Filed By: ce
Jerry Houghton, Recorder
Tooele County Corporation
For: DAVIS WRIGHT TREMAINE LLP

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

(Space above this line is for Recorder's use.)

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

Landlord: Fassio Egg Farms, Inc., a corporation
Tenant: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Legal Description: County of Tooele, State of Utah
Official legal description attached hereto as Exhibit "A"
Assessor's Tax Parcel ID#: 05-039-0-0002
Reference # (if applicable): N/A

3/6/16

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

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 12th day of September, 2016, among Western AgCredit, FLCA, whose address is 10980 South Jordan Gateway, PO Box 95850, South Jordan, Utah 84095-0850 ("Lender"), Fassio Egg Farms, Inc., a corporation, whose address is 3664 South 5200 West, West Valley City, Utah 84120 ("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 Land Lease Agreement ("Lease") dated September 12, 2016, between Landlord and Tenant, of premises located at 1510 East Bates Canyon Road, Erda, County of Tooele, 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 by and between Landlord and Lender, dated October 15, 2012 and executed by Landlord on November 13, 2012, and recorded on November 14, 2012 under Recording Number 377204 of the records of Tooele 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.

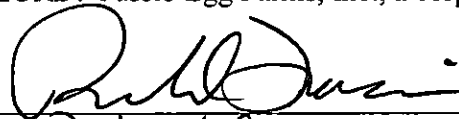
7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled 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.

8. 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.

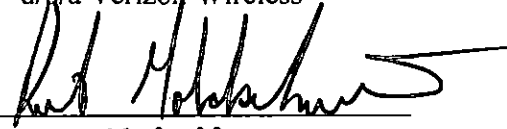
LENDER: Western AgCredit, FLCA

By: 
Name: David G. Brown
Title: Chief Operating Officer
Date: June 15, 2016

LANDLORD: Fassio Egg Farms, Inc., a corporation

By: 
Name: Richard Fassio
Title: President
Date: 7-19-16

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

By: 
Name: Rick Goldschmidt
Title: Director Network Field Engineering

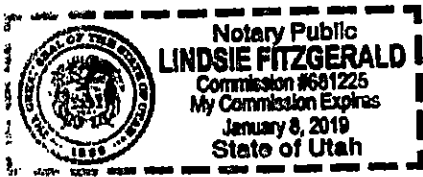
Date: 9/12/16

LENDER ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 15 day of June, 2010, before me, a Notary Public in and for the State of Utah, personally appeared David S. Brown, 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 Chief Operating Officer of Western AgCredit, FLCA, 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.



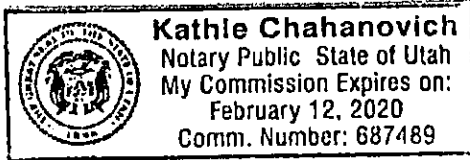
Lindsie Fitzgerald
NOTARY PUBLIC in and for the State of Utah,
residing at 6321 S. Jerry Way, W. Jordan UT 84088
My appointment expires Jan. 8, 2019
Print Name Lindsie Fitzgerald

LANDLORD ACKNOWLEDGMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 19th day of July, 2016, before me, a Notary Public in and for the State of Utah, personally appeared Richard Fassio, 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 Fassio Egg Farms, Inc., a 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.



Kathie Chahanovich
NOTARY PUBLIC in and for the State of UT,
residing at Salt Lake City
My appointment expires 2/12/20
Print Name Kathie Chahanovich

STATE OF COLORADO

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this September 12, 2016 (date) by Rick Goldschmidt, Director Network Field Engineering of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.

Deborah K. Essert
Notary Public

Print Name: Deborah K. Essert

My commission expires: 9/30/17

DEBORAH K. ESSERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134061478
MY COMMISSION EXPIRES SEPTEMBER 30, 2017

Notary Seal

EXHIBIT "A"
"Landlord's Property"

Beginning at that South Quarter corner of Section 23, Township 2 South, Range 4 West, Salt Lake Base and Meridian; and running thence West 346.5 feet, more or less, to the East line of an existing railroad right-of-way; thence Northwesterly along said East right-of-way line 2772 feet, more or less, to the quarter line of said Section 23; thence East along said quarter line 1237.5 feet, more or less, to the center of said Section 23; thence South 2460 feet, more or less, to the point of beginning.

Less and excepting all County Roads from the above described property.

Tax ID: 05-039-0-0002