

After Recording Return to:  
NBT Bank  
52 South Broad Street  
Norwich, NY 13815  
Attn: Loan Operations

319372

ENT54356:2022 PG 1 of 6  
**Andrea Allen**  
**Utah County Recorder**  
2022 May 02 01:30 PM FEE 40.00 BY IP  
RECORDED FOR Meridian Title Company  
ELECTRONICALLY RECORDED

### CONSENT AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement (the "Agreement"), made as of the Agreement Date by and among Borrower(s) and hereinafter referred to as "Borrower", NBT Bank, N.A. (together with its successors and assigns, "NBT"), present owner and holder of the UCC financing statement and Mortgage Lender (together with its successors and assigns "Mortgage Lender"). Capitalized terms used in this Agreement and not otherwise defined shall be defined as set forth below:

Agreement Date: 4/18/2022  
Borrower(s): Troy Lund  
Mortgage Lender: Deseret First Credit Union  
Property Address: 1469 N 100 W Mapleton UT 84664  
NBT Loan Agreement Date: 12/28/2020

UCC Filing Date: 5/18/2021  
UCC Instrument Number: 928192021  
UCC Filing County: Utah County

### RECITALS

- A. The Borrower or trust controlled by the Borrower owns the real property located at the Property Address ("Property").
- B. NBT and Borrower entered into that certain Home Solar Equipment Master Loan and Security Agreement dated as of the NBT Loan Agreement Date and certain other documents, agreements and instruments related thereto, including but not limited to a Home Solar Equipment Promissory Note (the "NBT Loan Agreement") pursuant to which NBT provided financing to allow the Borrower to purchase and have installed on the Property a solar energy system described in the NBT Loan Agreement (the "System"). As a condition to financing, Borrower has granted to NBT a security interest in the System.
- C. NBT caused to be filed a UCC Financing statement that was filed on the UCC Filing Date with the UCC Instrument Number with respect to the System.
- D. Borrower has executed or is about to execute a mortgage note in favor of Mortgage Lender pursuant to which the Mortgage Lender requires a lien on and security interest in the Property ("Mortgage").
- E. NBT represents and acknowledges that any claim or recourse based on its security interest under the NBT Loan Agreement is limited to the System and any lien or security interest it may have in the Property is subordinate to Mortgage Lender's interest in the Property.
- F. Mortgage Lender represents and acknowledges that any claim or recourse based on its security interest under the Mortgage is limited to the Property and any lien or security interest it may have in the System is subordinate to NBT's interest in the System.
- G. The Property does not include the System.

### AGREEMENT

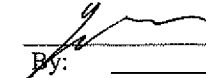
NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. NBT intentionally and unconditionally subordinates any and all liens it may have with regard to the Property in favor of the Mortgage Lender.
2. This Agreement shall be the whole and only agreement between NBT and Mortgage Lender with respect to the System and Property and relative priorities of their liens on and security interests therein and shall supersede any other agreement between NBT and Mortgage Lender that would affect the relative priority of the respective liens on and security interests in the System and Property.
3. This agreement shall be binding upon and shall inure to the benefit of the respective legal successors and assigns of the Mortgage Lender and NBT.
4. All rights, interests, agreements and obligations of each party shall remain in full force irrespective of lack of validity or enforceability of the (i) NBT Loan Agreement or Mortgage or (ii) date, manner or order of grant, attachment or perfection (or lack of perfection) of the liens and security interests of NBT or the Mortgage Lender or (iii) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any party to this Agreement, the NBT Loan Agreement or the Mortgage, other than, in each case, the payment in full of the applicable obligations.
5. Notwithstanding the foregoing, nothing described herein shall be construed as causing the System to be deemed a fixture and each of Borrower, NBT and Mortgage Lender agree that the System constitutes personal property and not a fixture or goods so related to the Property that an interest therein arises under applicable real property law. Nor shall any provision of this agreement be construed as causing for NBT's financing interest in the System to be deemed a lien on the Property.
6. Notwithstanding clause 1 above, nothing herein shall be construed to cause NBT's security interest in the System to be subordinated to Mortgage Lender's security interest in the Property. At all times, NBT will maintain a first priority security interest in the System. Nothing herein shall prevent NBT from foreclosing on the System; provided NBT may remove the System only if it can do so in a manner that does not cause any material damage to the Property.
7. This Agreement may be executed in several counterparts, and all such parts shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. This Agreement shall be effective and binding up on the parties hereto upon execution by all parties hereto. This agreement shall not be amended except by written instrument signed by each party hereto.
8. The parties hereby agree and acknowledge that this document may be recorded in the official records of the County stated above.
9. This Agreement shall be governed by federal laws and (to the extent not preempted by federal law) the laws of the State of New York (exclusive of principles of conflict of laws).
10. EACH OF BORROWER, MORTGAGE LENDER AND NBT BANK HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE BORROWER, THE MORTGAGE LENDER AND NBT, AND EACH ACKNOWLEDGES THAT NO OTHER PARTY HERETO OR ANY PERSON ACTING ON BEHALF OF ANY PARTY HERETO, HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written,

NBT

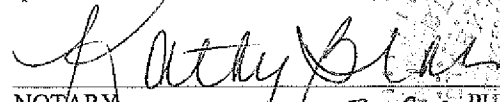
NBT BANK, N.A.

  
By: \_\_\_\_\_  
Name: Zachary Stratton  
Title: Business Analytics Manager

STATE OF NEW YORK }  
COUNTY OF Chenango }

SS.

On the 18<sup>th</sup> day of April, in the year 2022, be me, the undersigned, a Notary Public in and for said State, personally appeared Zachary Stratton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
NOTARY PUBLIC  
My commission expires: 7-19-2022

KATHY L. BLACK  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01816225244  
Qualified in Chenango County  
My Commission Expires July 19, 2022

[SIGNATURE PAGE TO CONSENT AND SUBORDINATION;  
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

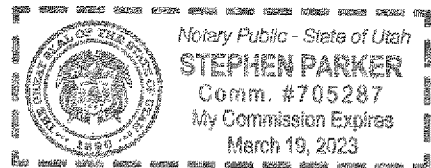
MORTGAGE LENDER

[name of Mortgage Lender]

Deseret First credit union  
By: [Signature]  
Name: Nicolete Davison  
Title: Lending Manager

[INSERT NOTARY BLOCK]

State of Utah  
County of Wasatch  
On April 29, 2022, Nicolete Davison personally appeared  
before me, [Signature]  
who is personally known to me  
whose identity I proved on the basis of \_\_\_\_\_  
whose identity I proved on the confirmation of \_\_\_\_\_  
to be the signer of the above instrument, and he/she acknowledged that he/she signed it.  
(Seal) Stephen Parker  
Notary Public  
My commission expires 3-19-23



[SIGNATURE PAGE TO CONSENT AND SUBORDINATION;  
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

BORROWER(S):

Name:

Name:

[INSERT NOTARY BLOCK(S)]

State of Utah County of Utah  
Subscribed and sworn to (or affirmed) before me on this  
25 day of April, 2022 by  
Jacque + Troy Lund proved to me on the basis  
of satisfactory evidence to be the person(s) who appeared before me.  
Notary Signature Rebekah Barlow



MTC File No. 319372

**Exhibit "A"**

Lot 104, Plat "A", Union Meadows Subdivision, according to the plat thereof as recorded in the office of the Utah County Recorder.

Tax ID: 57-085-0104