

**RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
AND WHEN RECORDED MAIL TO:
FIDELITY NATIONAL TITLE
ATTN: MARY GARCIA
1 E. WASHINGTON ST., SUITE 450
PHOENIX, AZ 85004**

12304359
6/21/2016 10:17:00 AM \$28.00
Book - 10444 Pg - 570-579
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

Escrow No.: Z1520537

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

In Reference to Tax ID Number(s):

16-03-300-002-2021 and 16-03-300-002-6021

**ACCOMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**SNDA**") is entered into this 11th day of May, 2016 ("**Effective Date**"), by and between Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership ("**Lender**") and Sprint Spectrum Realty Company, L.P. a Delaware limited Partnership. ("**Tenant**").

BACKGROUND

Lender is the present owner and holder of a certain Promissory Note ("**Mortgage**") encumbering the property located in the City of Salt Lake, County of Salt Lake, State of Utah, commonly known as 480 Wakara Way, Salt Lake City, Utah 84108 ("**Owner's Property**") and more particularly described in the attached Exhibit A.

Tenant is the holder of a leasehold estate in a portion of Owner's Property under and pursuant to that certain PCS Site Agreement between Tenant and GFIG UTAH ONE LLC, a Delaware limited liability company, ("**Owner**"), dated September 12, 1996 (the "**Agreement**"), pertaining to those certain portions of Owner's Property, more particularly described in the Agreement (the "**Premises**").

Tenant has agreed to subordinate the Agreement to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Agreement under the terms and conditions hereinafter set forth.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant and Lender agree as follows (all capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement):

1. Lender consents to and approves the Agreement and agrees to all the terms and conditions thereof including, without limitation, the construction and operation of the Facilities as provided therein.

2. Subject to the terms of Sections 2(a), 2(b), 3(a) and 3(b) herein, Tenant agrees that the Agreement and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant are and will at all times continue to be subject and subordinate in all respects to the Mortgage and all of the terms, covenants and provisions thereof and to the lien thereof and to any and all increases, renewals, modifications, spreaders, consolidations, replacements and extensions thereof and to any and all sums secured thereby, with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Agreement provided, however, that:

(a) so long as Tenant continues to pay the Rent as provided for in the Agreement and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and provisions thereof, Lender will not disturb Tenant's rights to possession, use and enjoyment in and to the Premises, including the access and utility easements as described in the Agreement (the "**Easements**"), nor will the leasehold estate granted pursuant to the Agreement be affected in any manner whatsoever, nor the obligation of the parties thereunder be modified or amended in any way, notwithstanding any foreclosure

or proceeding in lieu thereof affecting the Premises or Owner's Property and whether or not Tenant is made a party thereto; and

(b) upon passing of title to Owner's Property to Lender or any other party in any foreclosure or proceedings in lieu of foreclosure, the party acquiring title will be deemed to be the landlord for all purposes under the Agreement during the period of that ownership, without the execution of any further instruments or documents and will be deemed to have assumed the full and complete performance of all the obligations of Owner as set forth in the Agreement.

3. Provided (i) the Agreement has not expired by its terms; (ii) Tenant is not in default of any monetary terms of the Agreement; and (iii) Tenant has not been determined by a court of competent jurisdiction to be in default under any of the material terms, covenants or conditions of the Agreement after expiration of any applicable notice and grace or cure periods, that in the event Lender commences any action or proceeding to foreclose the Mortgage or to sell Owner's Property or to take any other action under or with respect to the Mortgage, or takes possession of Owner's Property as note-holder-in-possession by foreclosure of the Mortgage or by acquisition of title in lieu of foreclosure, Lender covenants and agrees, by its execution and acceptance of this SNDA, that:

(a) Tenant will not be named as a party in any action nor will Tenant be named a party in connection with any sale of Owner's Property, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Owner or protecting Lender's rights and remedies. In the event Tenant must be named a party as required by applicable law or as a condition to Lender proceeding against Owner or protecting Lender's rights and remedies, Lender may join Tenant as a defendant in that action only for those purposes and not to terminate or modify the Agreement.

(b) notwithstanding anything to be contrary contained in the Mortgage or any related financing documents including, without limitation, any UCC-1 financing statement, Lender will not acquire any interest in any fixtures, equipment or other personal property installed by Tenant on Owner's Property. Lender expressly waives any interest which Lender may have or acquire with respect any fixtures, equipment or other personal property of Tenant now or hereafter located on or affixed to Owner's Property or any portion thereof and Lender agrees that they do not constitute realty regardless of the manner in which they are attached or affixed to Owner's Property.

4. Provided (i) the Agreement has not expired by its terms; and (ii) Owner has not been determined by a court of competent jurisdiction to be in default under any of the material terms, covenants or conditions of the Agreement after expiration of any applicable notice and grace or cure periods, in the event that Lender or any other party succeeds to the interest of Owner under the Agreement by foreclosure or by acquisition of title to Owner's Property in lieu of foreclosure, or any action taken under the Mortgage by Lender, or in the event that Lender exercises the rights granted to it by any assignment, Tenant agrees that:

(a) Tenant will be bound to Lender or other party-in-possession under all of the terms, covenants and conditions of the Agreement and Tenant agrees that it will attorn to and be liable and recognize Lender or other party as Tenant's new landlord for the remainder of the Term and any applicable Renewal Term(s) of the Agreement upon and subject to all the terms and conditions thereof, including rights to the Easements and that the Agreement will continue

in full force and effect as a direct lease between Tenant and Lender or other party upon all the terms, covenants and agreements set out in the Agreement.

(b) Tenant will thereafter make the rental payments set out in the Agreement as instructed by written notice by Lender or other party, forwarded to Tenant by certified mail, return receipt requested or registered mail, postage prepaid.

5. Without the prior written consent of Lender, Tenant shall not (a) prepay any of the Rent, additional Rent or other sums due under the Agreement for more than one month in advance of the due date thereof; (b) assign the Agreement or sublet the Premises or any part thereof, except in accordance with the Agreement. Any prepayment or assignment made without the prior written consent of Lender will not be binding on Lender provided, however, in no event will the foregoing affect any of Tenant's rights, if any, to prepay, or assign the Agreement pursuant to the provisions contained therein or any amendment thereof.

6. This SNDA will be binding on and inure to the benefit of Tenant, Lender and their respective successors and assigns and successors in title. The term "Lender" as used herein includes the successors and assigns of Lender and any person, party or entity which becomes the owner of the Premises by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Owner" as used herein means and includes Owner and its predecessors and successors in interest under the Agreement. The term "Owner's Property" as used herein means Owner's Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

7. Owner joins in the execution of this SNDA for the purpose of consenting to the provision hereof and agrees to be bound.

8. Notices:

Lender:
Cantor Commercial Real Estate
Lending, L.P.
110 East 59th Street, 6th Floor
New York, NY 10022

Tenant:
Sprint Spectrum Realty Company, L.P.
Sprint Property Services
MailStop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:
Sprint Law Department.
MailStop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
Attn: Real Estate Attorney

9. This SNDA will be governed by the laws of the state in which Owner's Property is located.

Tenant, Owner and Lender have caused this SNDA to be executed as of the Effective Date.

Site ID: SL03XC208 / University Park

LENDER:

Cantor Commercial Real Estate Lending
L.P.

By: _____

Name: _____

Title: _____

Tax I.D.: _____

OWNER:

GFIG UTAH ONE, LLC

By:  _____

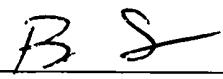
Name: JOHN D. FORBESS

Title: CEO

Tax I.D.: 47-5643444

TENANT:

Sprint Spectrum Realty Company, L.P.

By:  _____

Name: Brian Schober

Title: Manager, Real Estate

Site ID: SL03XC208 / University Park

LENDER:

Cantor Commercial Real Estate Lending
L.P.

By: _____

Name: Anthony Orso

Title: CEO-CCRE

Tax I.D.: _____

TENANT:

Sprint Spectrum Realty Company, L.P.

By: BS

Name: Brian Schober

Title: Manager, Real Estate

OWNER:

GFIG UTAH ONE, LLC

By: J.D. Forbess

Name: JOHN D. FORBESS

Title: CEO

Tax I.D.: 47-5643444

LENDER'S CERTIFICATE OF ACKNOWLEDGMENT

State of NY)
County of NY) ss.:

On the 15 day of June in the year 2016 before me, Megan Peoney, the undersigned, personally appeared Anthony Davis, 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.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public



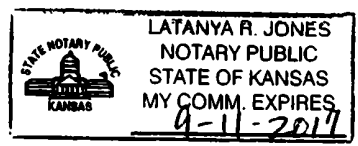
TENANT'S CERTIFICATE OF ACKNOWLEDGMENT

State of Kansas
County of Johnson)ss.:

On the 11th day of May in the year 2016 before me, Latanya R. Jones, the undersigned, personally appeared Brian Schobert, 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.

I certify under PENALTY OF PERJURY under the laws of the State of Kansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Latanya R. Jones
Signature of Notary Public

OWNER'S CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Los Angeles)ss.:

On the 18th day of May in the year 2016 before me, Karina Nichols Perrantes, the undersigned, personally appeared John Fabreas, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature _____
Signature of Notary Public

A handwritten signature in black ink, appearing to be "K. Perrantes", written over a horizontal line.

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

to the SNDA dated May / / , 2016, by and between Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, as Lender, and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as Tenant.

Owner's Property is described and/or depicted as follows (metes and bounds description):

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED

Beginning at a point which lies South 49° 00' 00" East 93.11 feet from Point No. 7 B.L.M. Survey of Parcel No. 1 of Tract D in Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said Point No. 7 being 1,464 feet North and 4,643 feet West more or less from Southeast corner of said Section 3) and running thence South 49° 00' 00" East 463 feet; thence North 41° 00' 00" East 275.95 feet; thence along a 1,143 foot radius curve to the left a distance of 199.49 feet; thence North 31° 00' 00" East 220.90 feet; thence North 59° 00' 00" West 435.6 feet; thence South 37° 21' 42" West 342.02 feet; thence South 41° 00' 00" West 275.0 feet to the point of beginning.

The following is shown for information purposes only: Tax Parcel Nos. 16-03-300-001-2021 and 16-03-300-001-6021