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WHEN RECORDED MAIL TO:
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06/08/2001 11:22 AM 26.00
Book - 8466 Pg - 4648-4656
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: RDJ, DEPUTY - WI 9 P.

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of May 8, 2001, by and among **SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK** (together with its successors and assigns, "Lender"), **QWEST WIRELESS, L.L.C.**, a Delaware limited liability company ("Tenant"), and **COLLEGE PROPERTY PARTNERSHIP** ("Landlord").

RECITALS

- A. Lender has made a loan in the original principal amount of \$ 2,825,000.00 (the "Loan") to Landlord.
- B. Landlord is the owner of the land located at 3280 West 3500 south, West Valley, Utah, legally described in Exhibit A attached hereto and made a part hereof, together with the buildings and other improvements located on such land (the "Property").
- C. Landlord is the landlord and Tenant is the tenant under that certain lease dated November 20, 2000 (the "Lease"), relating to a portion of the Property (the "Premises").
- D. The Loan is secured by, among other things, a mortgage or deed of trust, dated _____, _____, made by Landlord as owner of the Property, to Lender, and recorded in the real estate records of _____ County, _____, in Book _____ Page _____ (such instrument, as amended, increased, renewed, modified, consolidated, replaced, split, spread or extended from time to time, is called the "Mortgage").

AGREEMENT

NOW, THEREFORE, incorporating the Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and understanding that Lender will rely on Tenant's and Landlord's covenants and certifications, as set forth herein, in entering into the Loan, the parties agree and certify as follows:

- 1. Consent to Lease. Lender hereby represents and warrants to Tenant that: (a) Lender has received and reviewed a copy of the Lease; (b) Lender consents to and approves the Lease; and (c) neither the Lease nor the exercise by Landlord or Tenant of any of the rights, remedies or options contained in the Lease shall constitute a breach or a default under the Mortgage or any of the documents and instruments now or hereafter evidencing or securing the Loan (which, together with the Mortgage are collectively referred to as the "Loan Documents").
- 2. Non-Disturbance. Except as required by state law to effectuate Lender's rights under the Mortgage, Tenant shall not be named as a party defendant in any action for foreclosure or other enforcement of the Loan Documents, nor shall the Lease be terminated in connection with the foreclosure or other proceedings for the enforcement of the Loan Documents, or by reason of a transfer of the Landlord's interest under the Lease by deed or assignment (or similar device) in lieu of foreclosure, nor shall Tenant's use or possession of the Premises be

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interfered with, and the rights of Tenant under the Lease shall remain in full force and effect, and Lender shall be bound to Tenant under all of the provisions of the Lease. Nothing contained herein shall be construed so as to make Lender liable for any breach or liability arising prior to the foreclosure or other proceeding for the enforcement of the Loan Documents.

3. Subordination. Tenant agrees that the Lease is hereby made subject and subordinate to the lien of the Mortgage but not to the terms, covenants and provisions thereof. In the event of any inconsistency between the Lease and the Mortgage, the Lease shall govern and control.
4. Attornment. Tenant agrees that if Lender or any successor in interest of Lender shall become the owner of the Premises by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure, or otherwise, Tenant agrees to attorn to Lender, and the Lease shall not be terminated or affected thereby but shall, except as otherwise set forth herein, continue in full force and effect as a direct lease between Lender or Lender's successor and Tenant, upon the terms and conditions set forth in the Lease, as amended, extended or renewed by Landlord and Tenant.
5. Consent to Assignment. Landlord has granted to Lender an assignment of rents and leases (the "Assignment") as additional collateral for the Loan. Tenant hereby agrees that, upon notice to Tenant by Lender that Lender is asserting its rights under the Assignment, Tenant will remit all rent and lease payments then due or to become due to Lender until directed otherwise. Lease payments and rent payable to Lender by virtue of the Assignment shall be made by Tenant to Lender without set-off or deduction for any claims Tenant may have against Landlord, except as follows: Tenant may assert as set-off any claim it has against Landlord under the Lease that arose before the receipt of notice by Tenant that Lender is asserting its rights under the Assignment. Landlord agrees that Tenant shall have the right to make all rent and lease payments to Lender upon receipt of such notice from Lender without further liability to Landlord for such payments.
6. Modifications; Binding Effect. This Agreement may not be modified except by an agreement in writing signed by the parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including a third-party purchaser at a foreclosure sale or any assignee of a deed in lieu thereof.
7. Notices. All notices under this Agreement shall be deemed delivered (a) if mailed, by United States certified mail, postage prepaid, return receipt requested, three (3) business days after deposit in the mail; or (b) if sent by Federal Express or other reliable express courier, on the next business day after timely delivery to such express courier service, to the notice addresses below, unless changed by notice given in accordance with this Section:

If to Landlord

College Property Partnership
71 E. Wadsworth Park Drive
Draper, Utah 84020

If to Tenant:

Qwest Wireless, L.L.C.
8200 East Belleview, Suite 500
Greenwood Village, Colorado 80111
Attn: PSL Manager/Wireless

with copies to:

Staubach Global Services
Attention: Qwest Real Estate Admin.
15601 Dallas Parkway, Suite 400
Addison, TX 75001

Qwest Law Department
1801 California Street, 38th Floor
Denver, CO 80202
Attn: Real Estate Attorney

If to Lender:

Security Mutual Life Insurance Company of New York
84 Exchange Street
Binghamton, New York 13902

8. Construction. This Agreement shall be governed by the laws of the state in which the Property is located.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

EXECUTED as of the date first written above.

TENANT:

QWEST WIRELESS, L.L.C.
a Delaware limited liability company

By: 
Name: Ben Andrzejewski
Title: Vice President Network Operations

STATE OF NEW YORK)
)SS.:
COUNTY OF BROOME)

On this 12TH day of June, 2001, before me personally appeared Debra L. Andrako, who, being by me duly sworn did depose and say that she resides at 1528 E. Maine Road, Johnson City, New York; that she is the Second Vice President - Mortgage Investments, of SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument, and that she signed her name thereto by authority of the board of directors of said corporation.

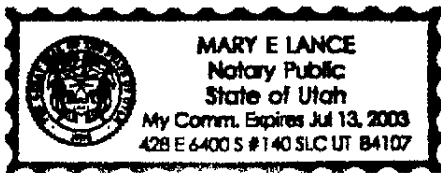
Elsie M. Sosenko
Notary Public

ELSIE M. SOSENKO
Notary Public, State of New York
No. 01S06057613
Residing in Broome County
Commission Expires April 23, 20 03

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

On this 15th day of May, 2001, before me personally appeared Scott McDonald, who, being by me duly sworn did depose and say that he resides at Salt Lake City, Ut.; that he is an individual described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.

Mary E. Lance
Notary Public

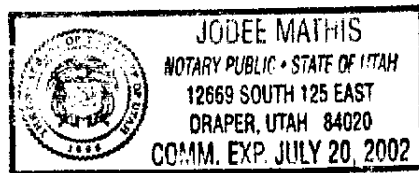


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STATE OF UTAH)
)SS.:
COUNTY OF SALT LAKE

On this 15 day of MAY, 2001, before me personally appeared Brandon Fugel, who, being by me duly sworn did depose and say that he resides at PLEASANT GROVE UT; that he is the General Partner of College Property Partnership, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.

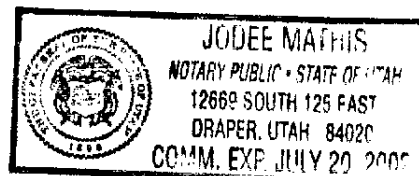
Jodee Mathis
Notary Public



STATE OF UTAH)
)SS.:
COUNTY OF SALT LAKE

On this 15 day of MAY, 2001, before me personally appeared Ralph L. Wadsworth, who, being by me duly sworn did depose and say that he resides at DRAPER UT; that he is the Manager of Wadsworth & Sons, LLC who is the General Partner of College Property Partnership, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.

Jodee Mathis
Notary Public



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SCHEDULE "A"

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89° 57' 17" West 372.82 feet along the section line and North 00° 05' 21" West 53.00 feet and South 89° 57' 17" West 3.90 feet from the Southeast corner of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said North right-of-way line South 89° 57' 17" West 285.18 feet; thence North 00° 05' 18" West 352.70 feet; thence South 88° 11' 30" East 289.23 feet; thence North 00° 05' 21" West 73.704 feet to a point on the Southerly boundary line of the Lee Ann No. 1 Subdivision as platted in Official Records; thence along said Southerly boundary line South 78° 43' 21" East 88.50 feet to a point on the center line of the now piped North Jordan Canal; thence along said center line South 30° 23' 48" East 253.69 feet; thence North 89° 57' 17" East 118.03 feet to a point on the West right-of-way line of 3200 West Street; thence along said West right-of-way line South 00° 05' 25" East 25.00 feet; thence South 89° 57' 17" West 338.88 feet; thence South 00° 52' 51" East 155.77 feet to the point of beginning.

Contains 150,295 square feet or 3.45 acres.

TAX ID NO. 15-29-480-055-0000

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