

WHEN RECORDED, MAIL TO:

Alston & Bird LLP
Attn: Alaina Murphy
333 South Hope St. 16th Floor
Los Angeles, CA 90071

11916500
9/19/2014 4:06:00 PM \$30.00
Book - 10261 Pg - 6296-6305
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 10 P.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of this 20th day of August, 2014, which date shall be the effective date of this Agreement, between Marketstar Corporation (the "Tenant") and BANK OF AMERICA, N.A., a national banking association, and having its principal offices in Charlotte, North Carolina (together with its successors and/or assigns the "Lender").

The Tenant is the lessee under the lease described in Exhibit A attached hereto (as the same may from time to time be assigned, subleased, renewed, extended, amended, modified or supplemented, collectively the "Lease").

The Lender has previously made or is about to make a loan to GreenHornet Space Agency II, LLC or its successor and/or assigns with respect to the landlord's interest under the Lease (the "Landlord"), evidenced by a promissory note in the original principal amount of approximately \$11,745,000 executed by the Landlord and payable to the Lender and secured by a first priority deed of trust, mortgage or deed to secure debt on certain real and personal property and improvements (the "Premises"), recorded or to be recorded in the appropriate records of Salt Lake County, Utah (the "Security Instrument").

The Lender has requested the Tenant to confirm the fact that the Lease is subject and subordinate to the Security Instrument.

The Tenant is willing to confirm the subordination of the Lease, provided it obtains assurance from the Lender that its possession of the premises demised under the Lease (the "Demised Premises"), which Demised Premises is all or a portion of the Premises, and its right to use any common areas will not be disturbed by reason of or in the event of the foreclosure of the Security Instrument.

The Lender is willing to give such assurance.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties hereto do hereby mutually covenant and agree as follows:

1. The Tenant hereby subordinates the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby to the Security

LTC# 54438

Instrument and the lien thereof, and to all present or future advances under the obligations secured thereby and to all renewals, extensions, amendments, modifications and/or supplements of same, to the full extent of all amounts secured thereby from time to time.

2. So long as no event of default on the part of the Tenant under the Lease shall exist which would entitle the Landlord to terminate the Lease, or if such an event of default shall exist, so long as the Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and the Tenant's right of possession to the Demised Premises and its rights in and to any common areas and its other rights arising out of the Lease will all be fully recognized and protected by the Lender and shall not be disturbed, canceled, terminated or otherwise affected by reason of the Security Instrument or any action or proceeding instituted by the Lender to foreclose the Security Instrument, or any extension, renewal, consolidation or replacement of same, irrespective of whether the Tenant shall have been joined in any action or proceeding.

3. In the event that the Lender takes possession of the Premises, either as the result of foreclosure of the Security Instrument or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, the Tenant shall attorn to the Lender or such third party and recognize the Lender or such third party as its landlord under the Lease, and the Lender or such third party will recognize and accept the Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between the Lender or such third party and the Tenant for the full term thereof, together with all extensions and renewals thereof, and the Lender or such third party shall thereafter assume and perform all of the Landlord's obligations, as the landlord under the Lease with the same force and effect as if the Lender or such third party were originally named therein as the Landlord; provided, however, that the Lender or such third party shall not be:

(a) liable for any act or omission of any prior landlord (including the Landlord), except to the extent the Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this Agreement prior to taking possession of such Premises; or

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord), except to the extent the Lender was furnished notice and opportunity to cure the same in accordance with the provisions of this Agreement prior to taking possession of such Premises; or

(c) bound by any rent or additional rent which the Tenant might have paid for more than two (2) months in advance to any prior landlord (including the Landlord); or

(d) bound by any amendment or modification of the Lease not consented to in writing by the Lender.

4. Notwithstanding anything to the contrary in this Agreement or otherwise, in the event the Lender or a third party takes possession of the Premises as provided in paragraph 3 above, the liability of the Lender or such third party under the Lease shall be limited to the Lender's or such third party's, as the case may be, interest in the Premises, and upon any

assignment or other transfer of the Lender's or such third-party's interest in the Premises, the Lender or such third party, as applicable, shall be discharged and released from any obligation or liability under the Lease arising or accruing after the date of such assignment or transfer.

5. Tenant agrees not to subordinate the Lease to any other lien or encumbrance which (i) affects the Premises under the Lease, or any part thereof, or (ii) is junior to the Security Instrument, without the express written consent of the Lender, and any such subordination or any such attempted subordination or agreement to subordinate without such consent of Lender, shall be void and of no force and effect.

6. Tenant agrees to provide copies of all notices given Landlord under the Lease to Lender at the following address:

Lender: Bank of America Merrill Lynch
Real Estate Structured Finance Servicing
NC1-026-06-01
900 West Trade Street, Suite 650
Charlotte, North Carolina 28255
Telephone: (866) 531-0957
Telecopy: (704) 317-0771

or to such other address as Lender shall designate in writing; and all such notices shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery; any notice so given shall be effective, as applicable, upon (a) the third (3rd) day following the day such notice is deposited with the United States mail, (b) delivery to the addressee, or (c) upon delivery to such third party delivery service; and any notice given in any other manner shall be effective only if and when received by the addressee.

7. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease (including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder) for a period of thirty (30) days following receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within such thirty (30) day period, if Lender shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

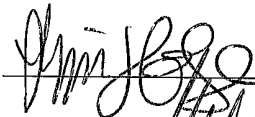
8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Security Instrument, except as specifically set forth herein.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Lender to a party that assumes the Lender's obligations and liabilities hereunder, all obligations and liabilities of the Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Lender's interest is assigned or transferred.

10. In the event of any litigation or other legal proceeding arising between the parties to this Agreement, whether relating to the enforcement of a party's rights under this Agreement or otherwise, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs of suit from the non-prevailing party in such amount as the court shall determine.

WITNESS/ATTEST:

TENANT:



Marketstar Corporation

WITNESS/ATTEST:

By: _____

Name: E. J. Harris

Title: CEO

WITNESS/ATTEST:

LENDER:

BANK OF AMERICA, N.A., a national
banking association

WITNESS/ATTEST:

By: _____

Name: _____

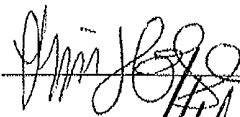
Title: _____

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Lender to a party that assumes the Lender's obligations and liabilities hereunder, all obligations and liabilities of the Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Lender's interest is assigned or transferred.

10. In the event of any litigation or other legal proceeding arising between the parties to this Agreement, whether relating to the enforcement of a party's rights under this Agreement or otherwise, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs of suit from the non-prevailing party in such amount as the court shall determine.

WITNESS/ATTEST:

TENANT:



Marketstar Corporation

WITNESS/ATTEST:

By: 

Name: E.J. Harris

Title: CFO

WITNESS/ATTEST:

LENDER:

BANK OF AMERICA, N.A., a national
banking association

WITNESS/ATTEST:

By: 

Name: Dominick Guerriero

Title: Director

STATE OF Utah

COUNTY OF Weber

I, Angela M. Robinson, a Notary Public of the County and State aforesaid, certify that E.J. Harris, personally came before me this day and acknowledged that (s)he is a Chief Financial Officer of MarketStar Corporation, the officer of MarketStar Corporation, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said CFO, and that (s)he executed the same as the act of such CFO for the purposes and consideration therein expressed and in the capacity therein stated.

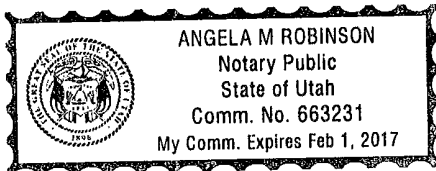
WITNESS my hand and official stamp or seal, this 20 day of August, 2014.

Angela M. Robinson

Notary Public

My Commission Expires:

Feb. 1 / 2017
(Notary Seal)

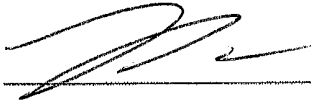


STATE OF NY

COUNTY OF NY

I, Nicholas Palma, a Notary Public of the County and State aforesaid, certify that Domenick Casarico, personally came before me this day and acknowledged that (s)he is a Director of Bank of America, N.A., a national banking association, that executed the foregoing instrument, and acknowledged to me that the same was the act of the said association, and that (s)he executed the same as the act of such association for the purposes and consideration therein expressed and in the capacity therein stated.

2011. WITNESS my hand and official stamp or seal, this 10 day of September,



Notary Public

My Commission Expires:

(Notary Seal)

NICHOLAS PALMA
Notary Public, State of New York
No. 01PA6188841
Qualified in Nassau County
Commission Expires June 16, 2016

EXHIBIT A

LEASE

That certain lease, dated as of December 1, 2012, by and between Marketstar Corporation, as tenant, and Jordan Gateway III Associates, L.C., as landlord, relating to the Premises generally described as Jordan Gateway III Plaza, as assigned, subleased, renewed, extended, amended, modified or supplemented from time to time.

LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point South 89°41'55" West along the section line 374.035 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way and North 05°18'15" East along said Westerly right-of-way 1892.354 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 84°23'22" West 36.56 feet; thence South 06°56'50" West 9.0 feet; thence North 84°26'12" West 67.10 feet; thence South 05°33'48" West 45.01 feet; thence North 85°59'02" West 171.96 feet; thence North 12°40'43" East 14.62 feet; thence North 77°13'42" West 42.04 feet to a point on the Easterly right-of-way line of a South Jordan City Roadway; thence Northerly along said East line the following (3) courses: North 12°46'31" East 68.93 feet to a point of curvature; thence Northerly along the arc of a 1037.25 foot radius curve to the left through a central angle of 13°29'40" a distance of 244.29 feet; thence North 00°43'21" West 395.14 feet to a point on a 6634.68 foot radius curve to the left; thence Easterly along said curve (center bears North 03°00'56" West) through a central angle of 00°27'31" a distance of 53.10 feet to a point of tangency; thence North 86°31'33" East 26.53 feet to a point of curvature; thence Easterly along the arc of a 6488.68 foot radius curve to the right through a central angle of 02°22'29" a distance of 268.95 feet; thence South 05°18'15" West 715.07 feet to the point of beginning.

Less and excepting:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Special Warranty Deed recorded May 31, 2007 as Entry No. 10117751, situate in the South West quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a point on the West line of the Union Pacific Railroad right of way and the Northeast corner of the Grantor's property, and the South line of 10600 South Street, said point being South 89°41'07" West 116.86 feet along the section line and North 00°18'53" West 2594.97 feet from the South quarter corner of said Section 13, thence South 05°19'29" West 715.34 feet along said railroad right of way to the Southeast corner of the Grantor's property; thence North 84°24'10" West 11.51 feet along the South line of the Grantor's property; thence North 05°18'20" East 35.68 feet; thence North 84°41'40" West 8.10 feet; thence North 04°11'50" East 25.88 feet; thence South 84°41'40" East 9.02 feet; thence North 05°24'23" East 652.57 feet to said North line

(Continued)

of the Grantor's property and said South line of 10600 South Street; thence Northeasterly 10.24 feet along the arc of a 6488.68 foot radius curve to the right, chord bears North 88°51'45" East 10.23 feet, through a central angle of 00°05'25" along said North line of the Grantor's property and said South line of 10600 South Street to the point of beginning.

PARCEL 2:

Together with a non-exclusive easement for ingress and egress established in that certain Easement Agreement recorded January 29, 2001 as Entry No. 7808161 in Book 8418 at Page 9348 of the Official Records, and as modified by a Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 of the Official Records, and as modified by a Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 the Official Records, and as modified by a Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, as amended, and described as:

Beginning at a point South 89°41'55" West along the Section line 374.03 feet and North 05°18'15" East 1734.79 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°37'55" West 339.05 feet; thence North 12°46'18" East 160.91 feet; thence South 77°13'42" East 42.04 feet; thence South 12°40'43" West 14.62 feet; thence South 85°59'02" East 171.96 feet; thence North 05°33'48" East 45.01 feet; thence South 84°26'12" East 67.10 feet; thence North 06°56'50" East 9.00 feet; thence South 84°23'22" East 36.56 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way; thence South 05°18'15" West along said West line 157.56 feet to the point of beginning.

For Reference Purposes Only: Tax Parcel/Serial No.: 27-13-326-018