

**CONSENT TO SECOND AMENDMENT  
OF GRANT OF RECIPROCAL EASEMENTS, DECLARATION OF COVENANTS RUNNING  
WITH THE LAND AND DEVELOPMENT AGREEMENT**

**BY  
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE CITIGROUP  
COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2014-FL2**

**DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE** for the Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2 (as successor-in-interest to, and assignee of, Cantor Commercial Real Estate Lending, L.P., as the original lender) is the owner and holder of the indebtedness secured by, and the beneficiary under that certain deed of trust encumbering that portion of the Mall Property owned by ST Mall Owner, and recorded on November 3, 2014, in the official records of Salt Lake County, Utah as Instrument No. 11939954, and that assignment of leases and rents recorded on November 3, 2014, in the official records of Salt Lake County, Utah as Instrument No. 11939955 (collectively, the "**Security Instrument**"), and hereby consents to the execution and recording of the foregoing Second Amendment of Grant of Reciprocal Easements, Declaration of Covenants Running with the Land and Development Agreement ("**Second Amendment**"), which is recorded contemporaneously herewith; and further agrees to subordinate the Security Instrument and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the Second Amendment, and acknowledges that the rights and obligations set forth in the Second Amendment are superior to the Security Instrument, so that in the event of foreclosure of the Security Instrument such foreclosure shall not disturb such Second Amendment.

Notwithstanding the foregoing, however, in no event shall the consent or subordination set forth herein be deemed to consent to or to subordinate any lien, security interests, or security title to any portion of the property described in the Security Instrument to (i) any lien rights or monetary obligations that could give rise to a lien arising under such Second Amendment or (ii) any other document, agreement, encumbrance, or other instrument of any kind or nature whatsoever (whether or not referenced in such Second Amendment), notwithstanding, without limitation, that any such other document, agreement, encumbrance, or other instrument may have been entered into or recorded prior to the date of such Second Amendment.

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09/26/2016 03:51 PM \$0.00  
Book - 10480 Pg - 3375-3380  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: CBP, DEPUTY - WI 6 P. 3P

EXECUTED as of the 20<sup>th</sup> day of September, 2016.

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS, AS TRUSTEE** for the Citigroup  
Commercial Mortgage Securities Inc., Commercial  
Mortgage Pass-Through Certificates, Series 2014-  
FL2

By: KeyBank National Association, a national  
banking association, solely in its capacity as  
Master Servicer under the applicable Pooling  
and Servicing Agreement dated as of  
November 7, 2014

By: Berkeley Point Capital LLC, a Delaware  
limited liability company, solely in its  
capacity as Primary Servicer under that  
certain Primary Servicing Agreement  
effective as of December 8, 2014, as  
amended from time to time

By: *Phillip G. Shearer*  
Name: Phillip G. Shearer  
Title: Vice President

STATE OF TEXAS            )  
  ) ss.  
County of Dallas            )

On the 20 day of September, A.D. 2016, personally appeared before me Phillip G. Shearer, who being by me duly sworn, did say that he is the Vice President of Berkeley Point Capital LLC, in its capacity as Primary Servicer for KeyBank National Association, in its capacity as Master Servicer for DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE for the Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2, and that in such capacity he signed the foregoing instrument by authority and he acknowledged to me that said corporation executed the same.

*Randal S. Hering*  
Notary Public  
Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_



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