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9/30/2019 12:46:00 PM \$40.00
Book - 10838 Pg - 4436-4446
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INWEST TITLE SRVS SLC
BY: eCASH, DEPUTY - EF 11 P.

After Recording, Mail To:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No.: SL01006D

APN: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made and entered into on this 27 day of September 2019 between CLNC CREDIT 7, LLC, a Delaware limited liability company, ("**Lender**"), and T-MOBILE WEST LLC, a Delaware limited liability company ("**Tenant**").

Recitals

- A. CREF3 Clift Owner, LLC, ("**Landlord**"), is the owner of the real property, together with all improvements thereon, commonly known as Clift Building (SL01006D), located at 10 West Broadway, Salt Lake City, Utah 84101-2099 and legally described on the attached Exhibit A (collectively the "**Property**");
- B. Tenant is the occupant of a portion of the Property (the "**Premises**") under a Rooftop Lease Agreement dated January 26, 1996, with applicable amendments and other documents amending the lease, ("**Lease**") with Landlord;
- C. Lender has made or agreed to make a loan ("**Loan**") to Landlord, secured by, among other things, a mortgage or deed of trust ("**Mortgage**") encumbering the Property and further secured by an assignment of rents payable under the Lease and Landlord's rights, title, and interest under the Lease; and
- D. Lender's agreement to make the Loan requires Tenant's subordination of the lien rights and interest under the Lease to the Mortgage, and Tenant's agreement to attorn to Lender if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Premises under the Lease, and to recognize the Lease and Tenant's rights there under, all as provided herein.

Agreement

NOW, THEREFORE, in consideration herein and the receipt of which is acknowledged, Lender and Tenant agree as provided below.

1. **Consent.** Lender consents to the Lease and to Tenant's use and occupancy of the Leased Premises under the Lease.

2. **Subordination.** Subject to paragraph 3 below, Tenant hereby subordinates the lien interest of the Lease and all of lien rights there under to the lien of the Mortgage, including any and all renewals, modifications and extensions thereof, subject nonetheless to the terms and provisions hereof.

3. **Nondisturbance.** Lender agrees that Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Premises shall not be disturbed by Lender during the term of the Lease and any renewals or extensions, following Lender's taking possession of the Property or becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure, and Lender shall not join Tenant in any action or proceeding for the purpose of terminating the Lease, except in connection with the occurrence of a default by Tenant under the Lease and the continuance of such default beyond any cure period given to Tenant under the Lease.

4. **Attornment.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure ("Legal Transfer"), Lender will not join Tenant in summary or foreclosure proceedings and the Lease shall continue in full force and effect and Lender shall recognize Tenant and its rights there under and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect as though the Lease were made directly between Lender and Tenant. In such event, Tenant shall attorn to Lender and recognize Lender as the landlord under the Lease for the unexpired term of the Lease. Lender's obligations as landlord under the Lease after obtaining possession of the Premises by foreclosure or deed in lieu of foreclosure shall terminate upon Lender's subsequent transfer of its interest in the Premises, provided that Lender's successor assumes such liability.

5. **Covenants of Tenant.** Tenant covenants and agrees with Lender as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender showing Legal Transfer to Lender. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender, a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender, and Landlord agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

(b) Tenant shall promptly deliver written notice to Lender of any default by Landlord under the Lease and agrees to recognize any cure by Lender as a cure by Landlord, but Lender shall have no obligation under this paragraph to remedy any Landlord default, unless Lender takes possession of the Premises. Once Lender's successor Landlord is assigned possession of the Property, Tenant will look solely to any successor Landlord's interest in the Property for the payment

and discharge of any obligation or liability imposed upon Lender taking possession of the Property or undertaking duties or obligations as successor Landlord under the Lease.

6. **Effect of Assignment.** Notwithstanding that Landlord has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Landlord to Tenant under the Lease until Lender has obtained possession of the Premises by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 4.

7. **Costs and Attorneys' Fees.** In the event of any litigation as to a dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all reasonable attorneys' fees and other costs and expenses incurred in connection with such litigation; including without limitation those fees, costs, and expenses incurred in any appeal, any proceedings under any present or future bankruptcy act or state receivership, and any post-judgment proceedings.

8. **Notices.** All notices to be given under this Agreement shall be in writing and personally delivered, or by overnight courier service, or mailed, postage prepaid, certified or registered mail, return receipt requested, to Lender and Tenant at the respective addresses indicated below next to their respective signatures. All notices which are mailed shall be deemed given three (3) business days after the postmark thereof. Either party may change their address by delivery of written notice to the other party.

9. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, "**Landlord**" shall include Landlord's predecessors and successors in interest under the Lease, and "**Lender**" shall include any purchaser of the Premises at any foreclosure sale or exercise of power of sale. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included. Unless otherwise stated herein, all the terms of the Lease remain in full force and effect, and this Agreement shall not amend the Lease.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

11. **Authority.** Each of the undersigned hereby represents and warrants that its signature below is pursuant to proper and presently effective authorization.

12. **Counterparts.** This Agreement may be signed in counterparts, with each counterpart being an original and all together constituting a fully executed binding agreement.

13. **Effective Date.** This Agreement shall only be binding on Tenant if and when within forty-five (45) days after the later of Tenant's execution hereof, Tenant receives both: (a) a fully executed copy of this Agreement, and (b) proof the Mortgage was recorded.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF LENDER:

c/o Colony Credit Real Estate
515 S. Flower Street, 44th Floor
Los Angeles, CA 90071
Attention: Director, Legal

LENDER:

CLNC CREDIT 7, LLC
a Delaware limited liability company

By: 
Name: David A. Palamé _____
Title: Vice President _____

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE 1189**

XX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

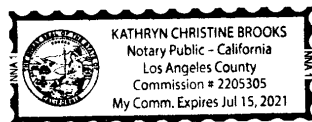
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On September 25, 2019, before me, Kathryn Christine Brooks, Notary Public, personally appeared David Palame who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature *K Brooks* (Seal)



IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender's Address:
CLNC Credit 7, LLC
c/o Colony Credit Real Estate
Attn: Director, Legal
515 S. Flower Street, 44th Floor
Los Angeles, CA 90071

CLNC CREDIT 7, LLC

By: _____

Name: _____

Its: _____

Date: _____

Tenant's Address:
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site No.: SL01006D

T-MOBILE WEST LLC

By: Jeanne Thomas

Name: Jeanne Thomas

Its: Sr. Manager, Technology Property Management

Date: 8/30/2019

The undersigned Landlord hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

Landlord's Address:
CREF3 Clift Owner, LLC
170 South Main Street, Ste. 1600
Salt Lake City, Utah 84101

CREF3 CLIFT OWNER, LLC

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by hi/hers signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 30 day of AUGUST, 2019, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Jeanne Thomas personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Luke Stroeve
Notary Public



STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by hi/hers signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

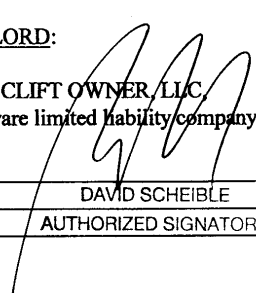
Notary Public

ADDRESS OF LANDLORD:

CREF3 Clift Owner, LLC
1345 Avenue of the Americas
46th Floor
New York, NY 10105

LANDLORD:

CREF3 CLIFT OWNER, LLC
a Delaware limited liability company

By: 
Name: DAVID SCHEIBLE
Title: AUTHORIZED SIGNATORY

STATE OF _____)
) ss.
COUNTY OF _____)

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that as _____ executed the same, that I relied upon the following form of identification of the above-named person: _____ and that an oath was taken.

Notary Public

*See Attached
Acknowledgment*

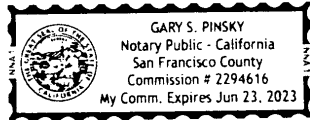
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco }
On September 24, 2019 before me, Gary S. Pinsky, Notary
Date Here Insert Name and Title of the Officer
personally appeared David William Scheible
Name(s) of Signer(s)

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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Property Legal Description

***** Property Legal Description described below or attached hereto *****

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 58, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 58, 80.30 FEET TO THE NORTH LINE OF THAT CERTAIN BUILDING DESCRIBED AS BEING THE BOUNDARY LINE IN AN AGREEMENT, RECORDED JANUARY 06, 1925, AT 4:00 P.M., IN 3-U OF LIENS AND LEASES, PAGES 564-5, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE WEST ALONG SAID NORTH LINE OF BUILDING AND PARALLEL TO THE SOUTH LINE OF SAID BLOCK 58, 170.00 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID BLOCK 58, 80.30 FEET TO THE SOUTH LINE OF SAID BLOCK 58; THENCE EAST ALONG SAID SOUTH LINE 170.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING NORTH OF A LINE 79.5 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1.

PARCEL 1A:

SUBJECT TO AND TOGETHER WITH A RIGHT-OF-WAY BEGINNING WEST ALONG THE SOUTH LINE OF BLOCK 58, PLAT "A", SALT LAKE CITY SURVEY 165.00 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 58 AND RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID BLOCK 58, 79.50 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID BLOCK 58, 30.00 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID BLOCK 58, 79.50 FEET TO THE SOUTH LINE OF SAID BLOCK 58; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 58, 30.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SALT LAKE COUNTY, STATE OF UTAH.