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~~After Recording, Mail to:~~

~~T-Mobile
2625 S. Plaza Drive, Suite 400
Tempe, AZ 85282
Attn: Lease Administrator
Site No. SL01749F
APN: 08-025-0042 ✓✓~~

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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After Recording, Mail To:

T-Mobile
2625 S. Plaza Drive, Suite 400
Tempe, Arizona 85282
Attn: Lease Administrator
Site No.: SL01749F
Site Name: Burton Lane Storage

APN: 08-025-0042

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is made this 5 day of October, 2010, between Assurity Life Insurance Company (formerly known as Security Financial Life Insurance Co) ("**Lender**"), and T-Mobile West Corporation, a Delaware corporation ("**Tenant**").

Recitals

- A. Burton Lane Storage, L.C. ("**Landlord**"), own(s) the real property located at 97 West Burton Lane, Kaysville, Utah 84037 and legally described on attached Exhibit A ("**Property**").
- B. Tenant is the occupant of a portion of the Property (the "**Premises**") under a Site Lease with Option ("**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. The Mortgage includes an assignment to Lender of all right, title, and interest of Landlord under the Lease.
- D. Lender's agreement to make the Loan requires Tenant's subordination of 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 thereunder, all as provided herein.

Agreement

NOW, THEREFORE, 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 Lease and all of its rights thereunder 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 shall not be disturbed by Lender during the term of the Lease, 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, 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 thereunder 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. 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.

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. All notices which are mailed shall be deemed given three (3) days after the

postmark thereof. Either party may change their address by delivery of written notice to the other party.

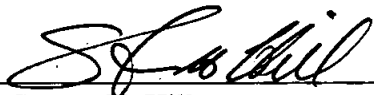
9. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, "Landlord" shall include Landlord's predecessors and successors in interest under the Lease, and "Lender" shall include any purchaser of the Premises at any foreclosure sale. 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. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

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

Lender's Address:

Assurity Life Insurance Company
Attn: Steve Hill
1526 K Street
Lincoln, NE 68508

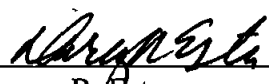
Assurity Life Insurance Company (formerly known as Security Financial Life Insurance Co.)

By: 
Name: Steven H. Hill
Its: Senior Director
Date: 9/16/10

Tenant's Address:

T-Mobile
2625 S. Plaza Drive, Suite 400
Tempe, Arizona 85282
Attn: Lease Administrator
Legal Approval: _____

T-Mobile West Corporation

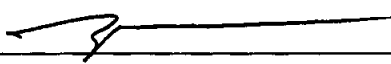
By: 
Name: Darcey R. Estes
Its: Area Director Engineering & Operations
Date: 10/5/10

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

Landlord's Address:

PO Box 2000
Layton, Utah 84041

Burton Lane Storage, L.C.

By: 
Name: Neil Wall
Its: Manager
Date: 7-24-10

STATE OF Nebraska

COUNTY OF Lancaster

On this 10th day of September, 2010, before me, Lindsay L. Kohout

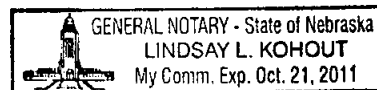
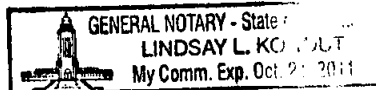
the undersigned Notary Public, personally appeared Steven H. Hill,

Jr. Director of Assurity Life Ins. Co. personally known to me, or
() 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/heir 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.

WITNESS my hand and official seal.

Lindsay L. Kohout
(Notary Sign Here)

(Notary Public Seal)



STATE OF ARIZONA

COUNTY OF MARICOPA

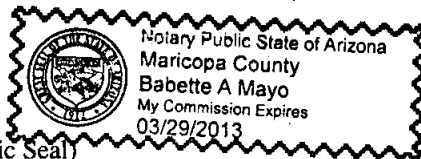
On this 5 day of October, 2010, before me, Babette A. Mayo

the undersigned Notary Public, personally appeared Darcey R. Estes personally known to me, to
be the person whose name is subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her signature on the instrument the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Babette A. Mayo
(Notary Sign Here)

(Notary Public Seal)



STATE OF UTAH

COUNTY OF SALT LAKE

On this 24th day of SEPTEMBER, 2010, before me, ROCKWELL D. SCHUTJER

the undersigned Notary Public, personally appeared Neil Wall personally known to me 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.

WITNESS my hand and official seal.

Rockwell D. Schutjer
(Notary Sign Here)

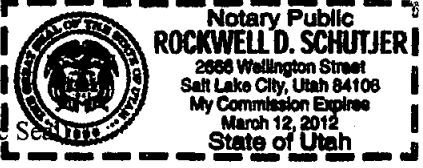
(Notary Public Seal) 

Exhibit "A"
Property Legal Description

Property Legal Description described below:

The following described Real Property located in Davis County, State of Utah, described as follows: Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along said Easterly right of way line the following six (6) courses and distances: North 27°11'47" West 313.60 feet; thence North 18°26'09" West 130.39 feet to a brass UDOT right of way marker and a point on a 248.64 foot radius curve to the right (center bears North 62°47'24" East with interior angle of 48°44'49"); thence Northerly along said curve 211.54 feet to a brass UDOT right of way marker; thence North 41°41'32" East 76.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" East 48.30 feet to a point on the Quarter section line of said Section 10; thence along said Quarter section line South 00°36'02" East 83.78 feet to a point on the Westerly right of way line of the Union Pacific Railroad, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" East with interior angle of 8°23'31"); thence Southeasterly along said curve 851.67 feet; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Easterly right of way line of Burton Lane, said point also being on a 336.48 foot radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98.60 feet; thence along said right of way line North 27°11'47" West 127.15 feet to the point of beginning.

Less and excepting the following:

Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Meridian and running thence North 0°36'02" West 254.98 feet; thence East 123.83 feet to a point on the Westerly right of way of the Union Pacific Rail Road, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" East with interior angle of 8°23'31"); thence Southeasterly along said curve 519.68 feet, more or less; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Easterly right of way line of Burton Lane said point also being on a 336.48 feet radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98.60 feet; thence along said right of way line North 27°11'47" West 127.16 feet to the point of beginning.

Also, less and excepting any and all portions lying within the legal bounds of Burton Lane.



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