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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/1/2022 1:26:00 PM
FEE \$40.00 Pgs: 8
DEP eCASH REC'D FOR OLD REPUBLIC NATL TITL

Parcel ID: 14-386-0001 and 14-409-0012

Upon recordation return to:
TIAA, FSB, its successors and/or assigns
301 West Bay Street, Floor #20
Jacksonville, FL 32202

File 2265942FA

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Re: File No. UTCL002210/2000 W & 1800 North

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is made and entered into as of this 19 day of July, 2022, by and among T-Mobile West LLC, a Delaware limited liability company, successor-in-interest to T-Mobile West Corporation, a Delaware corporation ("Tenant"), and IC1 Clinton Pines, LLC, a Utah limited liability company, successor-in-interest to Clinton Pines, L.L.C., a Utah limited liability company ("Landlord"), and TIAA, FSB, its successors and/or assigns ("Lender") with regard to certain real property located at 2000 West & 1800 North Clinton, UT 84015 (the "Project").

RECITALS

A. Landlord, the owner of the Project, pursuant to a lease dated September 14, 2006, leases to Tenant a portion of the Project designated as 2000 West & 1800 North Clinton, UT 84015 and more particularly described in said lease (the "Leased Premises"), which lease as amended, First Amendment to Shopping Center Lease dated September 20, 2011 and Second Amendment to Lease dated April 1, 2018 shall be collectively referred to as the "Lease."

B. (i) IC1 Clinton Pines, LLC shall purchase the Project from Clinton Pines LLC and simultaneously assume all of the obligations thereof as Landlord under the Lease, and (ii) shall hereinafter be referred to as "Landlord."

C. In order to purchase the Project, Landlord has requested a loan (the "Loan") from TIAA, FSB, its successors and/or assigns ("Lender") to be secured by a mortgage or deed of trust upon the Project (the "Mortgage") and further secured by an assignment of rents payable under the Lease and Landlord's rights under the Lease;

D. Lender's agreement to make the Loan is conditioned on Tenant's subordination of the Lease to the lien of the Mortgage and an agreement of attornment by Tenant 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 Leased Premises under the Lease, and to recognize the Lease and Tenant's rights thereunder, all as provided herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises herein described and for other good and valuable consideration, the receipt of which is acknowledged, Landlord, Lender and Tenant agree as follows:

1. **Subordination.** The Lease, Tenant's leasehold estate created thereby and all rights of Tenant under the Lease shall be and are hereby completely and unconditionally subordinated to the lien of the Mortgage and to all the terms, conditions and provisions thereof, as fully, to all intents and purposes, as if the

Mortgage had been recorded prior to the execution of the Lease, and the lien of the Mortgage shall remain superior to the Lease and to all of Tenant's rights under it regardless of any renewals, extensions, modifications or replacements thereof.

2. Assignment of Rents. Tenant acknowledges that in connection with the Loan, Landlord shall assign the rents under the Lease to Lender, and Tenant agrees with Landlord and Lender to make all rent and other payments required under the Lease directly to Lender on and after receipt by Tenant of a written notice from Lender that such rents should be paid to Lender. Landlord hereby authorizes Tenant to pay rents to Lender in reliance upon such notice without further inquiry by Tenant or authorization from Landlord. Landlord agrees that Tenant's payment of rent to Lender pursuant to such notice shall discharge the obligation of Tenant to make any payment so made to Landlord.

3. Nondisturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with, and Tenant's occupancy of the Leased Premises shall not be disturbed, by Lender during the term of the Lease and any renewals or extensions which may be effected in accordance with any option granted in the Lease, except in accordance with the Lease terms, as same may be expressly modified by Section 4 hereof.

4. Liability of Successor Landlord. Notwithstanding anything in the Lease to the contrary, Lender further agrees that Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the obligation secured thereby. Notwithstanding the foregoing, if Tenant is an indispensable party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant if such naming or joinder may be accomplished without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement or under the Lease. If Lender takes possession of or title to the Project or if the interests of Landlord under the Lease are acquired by Lender or another person or entity as a result of (a) any proceedings brought for the foreclosure of the Mortgage, (b) a sale pursuant to a trustee's sale, or (c) by deed in lieu or assignment in lieu of foreclosure (each, a "Transfer"), Lender or such person or entity (in any such case, a "Successor Landlord") shall not be:

- (a) liable in damages for any act or omission of any prior landlord, including Landlord, except that, with respect to defaults of Landlord that are continuing on the date (the "Transfer Date") Successor Landlord takes possession of or title to the Project and of which Lender received prior written notice ("Continuing Defaults"), Tenant shall have the rights and remedies under the Lease with respect to damages accruing after the Transfer Date; or
- (b) liable in damages for any security deposit paid to Landlord not actually received by Successor Landlord; or
- (c) subject to any offsets or defenses which Tenant might have against any Landlord, except that Tenant shall have the rights and remedies under the Lease with respect to damages arising from Continuing Defaults that accrue after the Transfer Date; or

- (d) bound by any prepayment of base rent or other additional rent made by Tenant to Landlord on account of periods after the then current month (except as may be expressly permitted under the Lease with regard to estimated additional rent); or
- (e) bound by any amendment or modification of the Lease made without Lender's prior written consent (other than amendments or modifications arising out of Tenant's exercise of any express renewal or other rights or options contained in the Lease).

In the case of any initial improvements or repairs to be performed by Landlord under the Lease or a failure to pay to Tenant some or all of any improvement allowance, reimbursement, free rent or other contribution ("Tenant Allowance"), if Successor Landlord does not agree, within fifteen (15) days after Tenant's written demand following the effective date of any attornment hereunder, to fund the unpaid portion of the Tenant Allowance according to the terms of the Lease, then Tenant shall have the right either to terminate the Lease by written notice to Successor Landlord or to offset the reasonable costs incurred in doing so (the "Construction Costs"), along with any unpaid portion of the Tenant Allowance to which Tenant is entitled under the Lease, together with interest on the unrecovered Construction Costs at the default interest rate specified in the Lease, against any rental payments thereafter payable, until Tenant shall have so recovered all of such amounts. Nothing contained in this paragraph shall be deemed a waiver of any of Tenant's rights and remedies against any prior landlord under the Lease.

5. **Attornment.** In the event of a Transfer, Tenant shall attorn to Successor Landlord as the landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in its sole judgment, Successor Landlord deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment. Following such attornment, Successor Landlord shall be deemed to have assumed all of Landlord's obligations under the Lease arising thereafter, together with obligations of an ongoing nature such as repair and maintenance, and the nondisturbance provisions of paragraph 3 shall continue to apply.

6. **Notices.** All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne, and shall be deemed received by the addressee two (2) days after postmarked, or in the case of overnight carrier, one (1) day after deposited with the carrier, and addressed to the respective parties at the following addresses:

Landlord:	IC1 Clinton Pines, LLC 2180 South 1300 East, Suite 240 Salt Lake City, UT 84106
Lender:	TIAA, FSB, its successors and/or assigns 301 West Bay Street, Floor #20 Jacksonville, FL 32202
Tenant:	T-Mobile West LLC 12920 SE 38 th Street Bellevue, WA 98006

Attn: National Lease Administration

With a mandatory copy to: T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Managing Corporate Counsel, Commercial Real Estate

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

7. Right to Cure Lease Defaults. Tenant shall promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction (a "Landlord Default"). In the event of a Landlord Default, the Tenant shall not exercise any rights available to it which are prejudicial to Lender's rights: (i) until it has given written notice of such Landlord Default to Lender, and (ii) unless Lender has failed within thirty (30) days after Lender receives such notice, to cure or remedy the Landlord Default (or within such additional period as is reasonably required to correct such default or any period that Lender is diligently proceeding to obtain the legal right to enter the Leased Premises and cure such default; provided that Lender uses reasonable diligence to cure same and that Tenant shall be entitled to exercise any self-help remedies expressly set forth in the Lease during Lender's cure period). Lender shall have no obligation under this paragraph to remedy any Landlord Default.

8. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state where the Project is situated. This Agreement may be signed in counterparts.

9. General. This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, including all Transferees and their respective nominees. Between Lender and Tenant only, this Agreement shall supersede any provisions of the Lease which are in conflict or inconsistent with this Agreement. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

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

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

12. Effective Date. This Agreement shall only be binding on Tenant if and when within 45 days after Tenant's execution hereof, both (a) a fully executed copy of this Agreement is provided to Tenant, sent by U.S. Mail registered or certified, return receipt requested or by recognized overnight courier service (in which case it shall be deemed to be delivered on the date of the courier service's proof of delivery) and (b) proof the Mortgage was recorded is sent to Tenant.

LENDER SIGNATURE AND NOTARY ACKNOWLEDGMENT

LENDER ADDRESS:

301 W Bay Street
28th Floor, Cost Center A27
Jacksonville, FL 32202

LENDER:

TIAA, FSB

By: Alexis Carter
Name: Alexis Carter
Title: Vice President

NOTARY

STATE OF FLORIDA
COUNTY OF Duval

I, Nicola Fulford a Notary Public in and for the aforesaid State and County, do hereby certify that Alexis Carter, the Vice President of **TIAA, FSB**, personally appeared before me, by means of physical presence or online notarization, this day and that by the authority duly given and on behalf of the bank, the foregoing instrument was signed, executed and acknowledged by him/her for the purposes therein expressed. He/She is personally known or has produced Drivers License as identification.

WITNESS my hand and notarial seal this the 16 day of June, 2022.



Nicola Fulford
Notary Public

TENANT:
T-Mobile West LLC

DocuSigned by:
Pamela Syverson *P. Syverson*
Name: CAC873304E6.Pamela Syverson
Title: Program Manager, Compliance
Dated: 7/13/2022

STATE OF WASHINGTON)

COUNTY OF KING)

This instrument was acknowledged before me this 13th day of July, 2022, by **Pam Syverson, Senior Program Manager, Compliance**, of T-Mobile West LLC, on its behalf.

Dina L Shepard
Notary Public
My Commission Expires: 3-19-24



LANDLORD:
ICI Clinton Pines, LLC

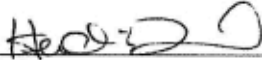


Name: Keith Anderson
Title: Manager
Dated: 7/19/2022

STATE OF Utah

COUNTY OF Salt Lake

This instrument was acknowledged before me this 19 day of July, 2022,
by Keith Anderson Manager of ICI Clinton Pines, LLC on its
behalf.


Notary Public
My Commission Expires: 3/1/2026

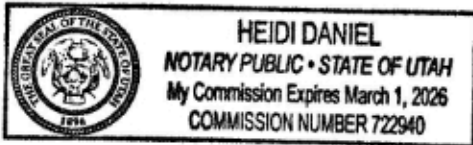


EXHIBIT "A"
DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN DAVIS COUNTY, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1, CLINTON PINES SUBDIVISION, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 1A:

TOGETHER WITH AND SUBJECT TO EASEMENTS AS DESCRIBED IN THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED APRIL 11, 2003, AS ENTRY NO. 1852873, IN BOOK 3267, AT PAGE 917 OF OFFICIAL RECORDS, AND (II) THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLINTON PINES SUBDIVISION PHASE 1 COMMERCIAL SUBDIVISION RECORDED APRIL 15, 2003, AS ENTRY NO. 1854247, IN BOOK 3269, AT PAGE 692 OF OFFICIAL RECORDS, AND (III) THAT CERTAIN PLAT OF CLINTON PINES SUBDIVISION, PHASE 3, CLINTON CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 1B:

TOGETHER WITH AND SUBJECT TO RECIPROCAL EASEMENTS AS DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT RECORDED FEBRUARY 21, 2007 AS ENTRY NO. 2245996 IN BOOK 4224 AT PAGE 665 OF OFFICIAL RECORDS.

PARCEL 2:

A PART OF CLINTON PINES PHASE 4 SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AS RECORDED IN THE DAVIS COUNTY RECORDS AS ENTRY NUMBER 2140386 IN BOOK 3958 ON PAGE 118, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF 1800 NORTH STREET IN CLINTON, UTAH, SAID POINT LIES N89°56'21"E, 785.18 FEET AND S00°00'39"E, 42.00 FEET FROM THE W1/4 CORNER OF SAID SECTION 27 THENCE N89°56'21"E, 156.02 FEET; THENCE S00°18'12"E, 185.75 FEET; THENCE S89°17'30"W, 156.82 FEET; THENCE N00°00'01"E, 187.52 FEET TO THE POINT OF BEGINNING

PARCEL 2A:

TOGETHER WITH AND SUBJECT TO EASEMENTS AS DESCRIBED IN THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED APRIL 11, 2003, AS ENTRY NO. 1852873, IN BOOK 3267, AT PAGE 917 OF OFFICIAL RECORDS,

APN: 14-386-0001 and 14-409-0002

PROPERTY ADDRESS: 1917 W. 1800 NORTH, CLINTON, UT 84015 and 1803 W. 1800 NORTH, CLINTON, UT 84015