
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
[(SYNDICATED)]**

COMCAST OF INDIANAPOLIS, L.P.,
Tenant

AND

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Branch,
as Administrative Agent

County: Marion
State: Indiana

Premises: 8470 Allison Pointe Blvd
Indianapolis, Indiana

Dated: as of ^{May} April 10, 2022

Record and return by mail to:

CIBC
US Institutional Real Estate
425 Lexington Avenue
4th Floor
New York, New York 10017
Attention: Brendan Graham

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT made as of ^{may} April 10, 2022, by and among G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company ('**Landlord**'), CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York Branch, as Administrative Agent for the Lenders (defined below) ('**Administrative Agent**'), and COMCAST OF INDIANAPOLIS, L.P., a Delaware limited partnership ('**Tenant**').

RECITALS:

A. Tenant has executed that certain lease dated ^{may} April 10, 2022 (the '**Lease**'), with Landlord, as lessor, covering the premises described in the Lease consisting of approximately a 11,995 square foot space (the '**Premises**') in that certain building located at 8470 Allison Pointe Blvd., Indianapolis, Indiana (the '**Property**') and more particularly described in Exhibit A attached hereto and made a part hereof by this reference; and

B. Certain lenders (the '**Lenders**') have made (or agreed to make) a loan to Landlord secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust"), dated as of December 14, 2018 and recorded with the Recorder of Washoe County, Nevada (the "Recorder's Office"), as Document No. 4873948, made my Landlord in favor of Administrative Agent (for the benefit of the Lenders) encumbering the Property and that certain Assignment of Leases and Rents (the "Assignment"), dated as of December 14, 2018 and recorded with the Recorder's Office, as Document No. 4873949, made my Landlord in favor of Administrative Agent (for the benefit of the Lenders) (said Deed of Trust and said Assignment, together with any amendments, renewals, increases, modifications, substitutions or consolidations of either of them, collectively, the "**Security Instrument**"); and

C. Tenant and Administrative Agent desire to confirm their understanding with respect to the Lease and the Security Instrument, and to have Landlord confirm its agreement therewith.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. The Lease and any extensions, modifications or renewals thereof, including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof, if any, is and shall continue to be subject and subordinate in all respects to the Security Instrument and the lien created thereby.

2. Tenant agrees to deliver to Administrative Agent, in the manner set forth in Paragraph 13 of this Agreement, a copy of any notice of default sent to Landlord by Tenant. If Landlord fails to cure such default within the time provided in the Lease, Administrative Agent shall have the right, but not the obligation, to cure such default on behalf of Landlord within thirty (30) calendar days after the time provided for Landlord to cure such default in the Lease has expired, and in the event (i) such default cannot be reasonably cured within such 30-day period, (ii) such default is not of a nature that precludes Tenant from operating its business in the Premises or will cause imminent damage or injury to persons or property, and (iii) Administrative Agent commenced to cure such default promptly within such 30-day period and is proceeding with due diligence to cure such default, then such 30-day period shall be extended for so long as it shall require Administrative Agent, in the exercise of its due diligence, to cure such default, but, unless the parties otherwise agree, in no event shall the entire cure period granted to Administrative Agent exceed 180 days. During any cure period by Administrative Agent in accordance with this Agreement, (a) Tenant shall not terminate the Lease while such remedies are being diligently

pursued by Administrative Agent, and (b) subject to items (i)-(iii) in this Section 2, Tenant shall not terminate the Lease on the basis of any default by Landlord which is incurable by Administrative Agent (such as, for example, the bankruptcy of Landlord or breach of any representation by Landlord), provided Administrative Agent is proceeding with due diligence to commence an action to appoint a receiver or to obtain title to the Property by foreclosure, deed in lieu of foreclosure, or otherwise (collectively, "**Foreclosure**"). Tenant hereby agrees that no action taken by Administrative Agent to enforce any rights under the Security Instrument or related security documents, by reason of any default thereunder (including, without limitation, the appointment of a receiver, any Foreclosure or any demand for rent under any assignment of rents or leases) shall give rise to any right of Tenant to terminate the Lease nor shall such action invalidate or constitute a breach of any of the terms of the Lease.

3. So long as Tenant is not in default after its receipt of written notice and the expiration of all applicable grace and cure period under the Lease, Administrative Agent shall not disturb Tenant's possession and occupancy of the Premises during the term of the Lease and Tenant shall not be named as a party in any foreclosure action unless such joinder shall be required by law; provided, however, such joinder shall not result in termination of the Lease or disturb Tenant's right of possession or use of the Premises.

4. If Administrative Agent or its nominee or designee, or another purchaser of the Property upon a Foreclosure (any such person or entity, a "**Successor Owner**") succeeds to the interest of Landlord under the Lease, provided Tenant is not in default under the Lease beyond the expiration of any applicable notice or grace periods, the Lease will continue in full force and effect. Thereupon, Successor Owner shall recognize the Lease and Tenant's rights thereunder and Tenant shall make full and complete attornment to Successor Owner as substitute landlord upon the same terms, covenants and conditions as provided in the Lease, including, but not limited to, any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property as may be provided in the Lease. Notwithstanding the foregoing, Tenant agrees that any such option, right of first refusal or right of first offer to purchase the Property or any portion thereof, as may be provided in the Lease shall not apply to any Foreclosure, as defined herein, and shall not apply to any transfer of the Property by Successor Owner following such Foreclosure. In consideration of the foregoing, Administrative Agent agrees that any such option, right of first refusal or right of first offer shall not be terminated by any Foreclosure or conveyance of the Property by Successor Owner following such Foreclosure; rather, any such option, right of first refusal or right of first offer shall remain as an obligation of any party acquiring the Property following the conveyance of the Property by Successor Owner following such Foreclosure. Furthermore, Tenant expressly confirms to Administrative Agent that any acquisition of title to all or any portion of the Property pursuant to Tenant's exercise of any option, right of first refusal or right of first offer contained in the Lease shall result in Tenant taking title subject to the lien of the Security Instrument.

5. Tenant agrees that, if Successor Owner shall succeed to the interest of Landlord under the Lease, Successor Owner shall not be:

- (a) liable for any prior act or omission of Landlord or any prior landlord or consequential damages arising therefrom except that Successor Owner shall cure any curable default of Landlord continuing after Purchaser has succeeded to the interests of Landlord under the Lease of which default of Purchaser has received notice; or
- (b) except as provided at the end of this Section 5, subject to any offsets or defenses which Tenant might have as to Landlord or any prior landlord unless Administrative Agent has failed to cure any default by Landlord as herein provided; or

- (c) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which tenant might have paid Landlord except as permitted by the Lease and excluding payments of estimates of Operating Expenses and Tax Expenses (as defined in the Lease); or
- (d) bound by any amendments or modifications of the Lease, other than if pursuant to the provisions of the Lease, made without Administrative Agent's or Successor Owner's prior written consent to the extent such consent was required under the Security Instrument;
- (e) liable for refund of all or any part of any security deposit unless such security deposit shall have been actually received by Administrative Agent; or
- (f) except as provided at the end of this Section 5, be liable or obligated to comply with or fulfill any of the obligations of the Landlord under the Lease or any agreement relating thereto with respect to the construction of, or payment for, improvements on or about the Premises (or any portion thereof), leasehold improvements, tenant work letters and/or similar items; except for repairs, restoration and maintenance to the Property required by the Lease to be performed by Administrative Agent, the need for which continues after the date the Successor Owner succeeds to Landlord's interest in the Property.

Notwithstanding anything contained in Section 5(b) and Section 5(f) hereof to the contrary, Successor Owner shall allow Tenant to offset against any and all installments of Rent (as defined in the Lease) thereafter payable by Tenant under this Lease in accordance with Section 5 of the Tenant Improvement Work Letter set forth as Exhibit C in the Lease, any requested advance of the "Tenant Allowance" (as defined in the Lease) that has not previously been paid by Landlord to Tenant, provided that Tenant demonstrates to Successor Owner's reasonable satisfaction that the amount of such requested advance is actually due Tenant, and further provided that Successor Owner shall not be obligated to accept any offset amount arising from any accrued interest on the requested advance of the Tenant Allowance.

6. Subject to Section 16 below, Tenant agrees that, without the prior written consent of Administrative Agent in each case, Tenant shall not amend, modify, cancel or terminate the Lease or surrender of the Premises except for (a) any amendment, modification, cancellation or termination of the Lease or surrender of the Premises entered into in connection with, or resulting from, the exercise by Landlord or Tenant of a right expressly set forth in the Lease, (b) any amendment, modification, cancellation or termination of the Lease or surrender of the Premises which is expressly contemplated under the Lease, or (c) non-material amendments or modifications entered into to address an administrative matter governed by the Lease, it being agreed that Administrative Agent's consent is not required in connection with items (a) – (c) herein.

7. To the extent that the Lease shall entitle Tenant to notice of the existence of any Security Instrument and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and Administrative Agent.

8. Upon and after the occurrence of a default under the Security Instrument, which is not cured after any applicable notice and/or cure periods, Administrative Agent shall be entitled, but not obligated, to require that Tenant pay all rent under the Lease, as and when due, as directed by

Administrative Agent, which payment shall, to the extent made, satisfy the obligations of Tenant under the Lease. Landlord agrees to hold Tenant harmless with respect to any such payments made by Tenant to Administrative Agent.

9. Nothing in this Agreement shall impose upon Administrative Agent any liability for the obligations of Landlord under the Lease unless and until Administrative Agent takes title to the Property. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor Owner shall acquire title to the Property or the portion thereof containing the Premises, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Property for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Owner.

10. Except as specifically provided in this Agreement, Administrative Agent shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Administrative Agent may be party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

11. EACH OF TENANT, ADMINISTRATIVE AGENT AND LANDLORD HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words, 'Administrative Agent', 'Landlord' and 'Tenant' shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

13. All notices and all other communication with respect to this Agreement shall be directed as follows: if to Administrative Agent, 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Real Estate Group, or such other address as Administrative Agent may designate in writing to Tenant; and, if to Tenant, at the address set forth in the Lease or at such other address as tenant may designate in writing to Administrative Agent. All notices shall be in writing and shall be (a) hand-delivered, (b) sent by United States express mail or by private overnight courier, or (c) served by certified mail postage prepaid, return receipt requested, to the appropriate address set forth above. Notices served as provided in (a) and (b) shall be deemed to be effective upon delivery or upon refusal thereof. Any notice served by certified mail shall be deposited in the United States mail with postage thereon fully prepaid and shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, whichever is earlier in time.

14. This Agreement contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

15. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

16. For any matter under this Agreement requiring consent or approval of Administrative Agent, Administrative Agent shall use its commercially reasonable efforts to respond as soon as possible after receipt by Administrative Agent of written notice from Tenant or Landlord; provided, however, if Administrative Agent fails to respond within ten (10) business days and thereafter Tenant or Landlord again requests the approval of Administrative Agent, in a written notice that includes the following information, in all caps, in a conspicuous heading or subject line: "THIS IS A REQUEST FOR APPROVAL OF A LEASING MATTER FOR LENDER LOAN COVERING PROPERTY LOCATED AT 8740 ALLISON POINTE BLVD, INDIANAPOLIS INDIANA; FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS TO THIS REQUEST FOR APPROVAL OF A LEASING MATTER SHALL RESULT IN DEEMED APPROVAL OF SUCH LEASING MATTER," and Administrative Agent fails to respond in writing within an additional five (5) business days after delivery of the second notice, such matter shall be deemed approved by Administrative Agent.

17. This Agreement shall be construed in accordance with the laws of the State where the Property is located.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Branch,
as Administrative Agent for the Lenders

By:

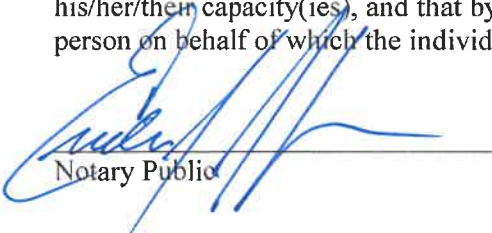

Name: **TODD H. ROTH**
Title: **Authorized Signatory**

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:
)

On the 17th day of May in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Todd Roth personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

EMIDIO J. SCARFOGLIERO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6080939
Qualified in Suffolk County
My Commission Expires 09-23-2022

Commission expires: _____

TENANT:

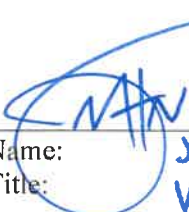
COMCAST OF INDIANAPOLIS, L.P.,
a Delaware limited partnership

By: Comcast of Indianapolis, LLC, its general partner

By:

Name:

Title:


JACK HOOLEY
VP FINANCE

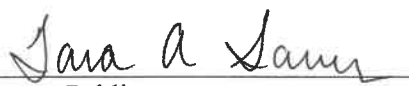
ACKNOWLEDGEMENT

STATE OF Colorado)

COUNTY OF Douglas)

) ss.:

On the 12 day of May in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Jack Hooley personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

Commission expires: 6/16/2023

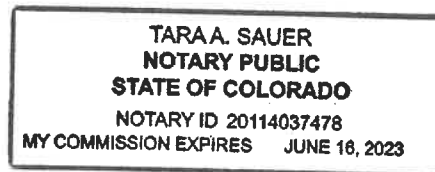


EXHIBIT A

Legal Description of Property

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter Section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet; thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by D.O.T. plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument #87-105141, in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius of 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of 305.00 feet, the radius point of which bears North 50 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 204.00 feet to the POINT OF BEGINNING, which point is also the Northwest corner of a 4.244 acre tract described in a Warranty Deed recorded June 4, 1990 as Instrument #90-54079 in said Recorder's Office; thence along the West line of said 4.244 acre tract, South 00 degrees 38 minutes 30 seconds East 537.17 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 345.00 feet; thence North 00 degrees 38 minutes 30 seconds West 473.16 feet to a point on the Southerly right of way line of Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 00 degrees 38 minutes 30 seconds West (the next three courses are along the Southerly line of said Allison Pointe Boulevard); (1) thence Easterly and Northeasterly along said curve, 82.98 feet to a point which bears South 48 degrees 11 minutes 15 seconds East from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears South 48 degrees 11 minutes 15 seconds East; (2) thence Northeasterly and Easterly along said curve, 82.98 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (3) thence North 89 degrees 21 minutes 30 seconds East 197.44 feet to the Point of Beginning.