



After Recording, please return to

Tacy A. Hartman, Esq.  
c/o Prince Yeates & Geldzahler  
15 West South Temple, Suite 1700  
Salt Lake City, Utah 84101

CT 85591 - AM

E# 2834440 PG 1 OF 9  
Leann H. Kilts, WEBER COUNTY RECORDER  
29-Dec-16 03:24 PM FEE \$28.00 DEP KL  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

Tax Parcel I.D. Nos.: 05-136-0010  DS  KC  
05-136-0027  DS  KC  
05-136-0041  DS  KC

### SUBORDINATION AGREEMENT

DS This Subordination Agreement ("Agreement") is effective as of the 28th day of December, 2016, by and between OLENE WALKER HOUSING LOAN FUND ("Subordinated Lender") and ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation ("RMCRC").

#### RECITALS

A. EDINBURGH PROPERTIES, L.L.C., a Utah limited liability company ("Borrower"), owns certain real property located in Weber County, State of Utah, which property is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Subject Property").

B. Borrower has requested that RMCRC lend Borrower the sum of THREE MILLION TWENTY THOUSAND AND NO/100 DOLLARS (\$3,020,000.00) (the "Subject Property Loan") for permanent financing of the Subject Property, and the improvements thereon, such obligation to be evidenced by a certain Promissory Note (the "Note") dated as of even date herewith, and secured by, among other things, first liens covering, respectively, the Subject Property, evidenced by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated as of even date herewith, and executed by the Borrower in favor of RMCRC. The Note, Deed of Trust, and all other documents evidencing or securing the Subject Property Loan are hereinafter collectively referred to as the "Loan Documents."

C. Subordinated Lender is the beneficiary under that certain Trust Deed with Assignment of Rents (the "First Subordinated Lender Trust Deed") dated September 29, 2003, executed by Borrower, as Trustor and recorded in the official records of the Recorder's Office of Weber County, State of Utah (the "Weber County Recorder's Office"), on October 1, 2003, as Entry No. 1979064. The First Subordinated Lender Trust Deed, together with that certain Deed Restriction executed in connection therewith dated September 29, 2003 and recorded in the official records of the Weber County Recorder's Office on October 1, 2003 as Entry No. 1979066 (the "First Deed Restriction"), encumbers the Subject Property and secures

indebtedness to the Subordinated Lender under that certain Trust Deed Note in the original principal sum of NINE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$960,000.00), dated on or about September 23, 2003, as modified by that certain Modification of Trust Deed Note dated on or about the date hereof and executed by Borrower (as so modified, the "First Subordinated Lender Note"). The First Subordinated Lender Note, the First Subordinated Lender Trust Deed, the First Deed Restriction and all other documents evidencing or securing the First Subordinated Lender Note are hereinafter collectively referred to as the "First Subordinated Lender Loan Documents."

D. Subordinated Lender is or will be the beneficiary under that certain Trust Deed with Assignment of Rents (the "Second Subordinated Lender Trust Deed") dated on or about the date hereof, executed by Borrower, as Trustor, and recorded in the official records of the Weber County Recorder's Office on or about the date hereof. The Second Subordinated Lender Trust Deed, together with that certain Deed Restriction dated on or about the date hereof, executed in connection therewith and recorded in the official records of the Weber County Recorder's Office on or about the date hereof (the "Second Deed Restriction") encumbers the Subject Property and secures indebtedness to the Subordinated Lender under that certain Trust Deed Note in the original principal sum of THREE HUNDRED FORTY SIX THOUSAND AND NO/100 DOLLARS (\$346,000.00) dated on or about the date hereof (the "Second Subordinated Lender Note"). The First Subordinated Lender Loan Documents, the Second Subordinated Lender Note, the Second Subordinated Lender Trust Deed, the Second Deed Restriction, and all other documents evidencing or securing the First Subordinated Lender Note and the Second Subordinated Lender Note are hereinafter collectively referred to as the "Subordinated Lender Loan Documents".

E. In connection with the Subject Property Loan to Borrower, Borrower has agreed to procure this Agreement to be executed by the Subordinated Lender and delivered to RMCRC.

F. It is a condition precedent to RMCRC making the Subject Property Loan that the Subject Property Loan shall be and remain at all times prior and superior to any indebtedness owed by Borrower to Subordinated Lender, and that the Deed of Trust and the security interests and all other rights granted under the Loan Documents shall be and remain at all times a lien or charge upon the Subject Property prior and superior to the lien or charge of the First Subordinated Lender Trust Deed, the Second Subordinated Lender Trust Deed, the First Deed Restriction, the Second Deed Restriction and all other Subordinated Lender Loan Documents, in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. That said Loan Documents securing said note in favor of RMCRC, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the First Subordinated Lender Trust Deed, the Second Subordinated Lender Trust Deed, the First Deed Restriction and the Second Deed Restriction, and to any claim to such property by Subordinated Lender.

2. That RMCRC would not make its loan above-described or disburse funds thereafter without this subordination agreement.

3. This agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the First Subordinated Lender Trust Deed, the Second Subordinated Lender Trust Deed, the First Deed Restriction and the Second Deed Restriction to the lien or charge of the Loan Documents and shall supersede and cancel, but only insofar as would affect the priority between the documents hereinbefore specifically described, any prior agreements as to such subordination.

Subordinated Lender declares, agrees, and acknowledges that:

a. RMCRC may without affecting the subordination of the Subordinated Lender Loan Documents (1) release or compromise any obligation in the Loan Documents, (2) release its liens in, or surrender, release or permit any substitution or exchange of all or any part of any properties securing repayment of the Note or (3) retain or obtain a lien in any property to further secure payment of the Note.

b. It intentionally and unconditionally subordinates the lien or charge of the First Subordinated Lender Trust Deed, the Second Subordinated Lender Trust Deed, the First Deed Restriction and the Second Deed Restriction in favor of the lien or charge upon said land in the Loan Documents, and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

4. All notices expressly provided hereunder to be given shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail. Any such notice or demand served by certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address stated below or at such other address of which said party shall have theretofore notified in writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Notices to be served hereunder shall be addressed to the appropriate address set forth below, or at such other place as the parties may from time to time designate in writing by ten (10) days prior written notice thereof.

If to OWHLF:

State of Utah, Department of Workforce Services,  
Housing and Community Development Division,  
Administrator of the Olene Walker Housing Loan Fund  
1385 S. State Street, 4<sup>th</sup> Floor  
Salt Lake City, Utah 84115  
Attn: Loans Receivable

If to RMCRC:

ROCKY MOUNTAIN COMMUNITY REINVESTMENT  
CORPORATION  
Attn: President  
64 East Winchester Street, Suite 230  
Salt Lake City, Utah 84107

5. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

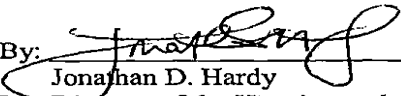
6. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SUBORDINATED LENDER:

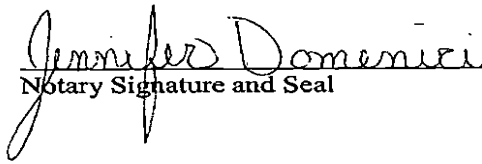
**STATE OF UTAH, DEPARTMENT OF  
WORKFORCE SERVICES, HOUSING AND  
COMMUNITY DEVELOPMENT DIVISION,  
ADMINISTRATOR OF THE OLENE  
WALKER HOUSING LOAN FUND**

By:   
Jonathan D. Hardy  
Its: Director of the Housing and  
Community Development Division,  
Department of Workforce Services, State of  
Utah, the Administrator of the Olene Walker  
Housing Loan Fund

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 27 day of December, 2016, by Jonathan D. Hardy who, being duly sworn, did say that he is the Director of the Housing and Community Development Division, Department of Workforce Services, State of Utah, the Administrator of the Olene Walker Housing Loan Fund and that the foregoing instrument was signed on behalf of the agency and the State of Utah by statutory authority, and that the aforesaid agency executed the same.



  
Notary Signature and Seal

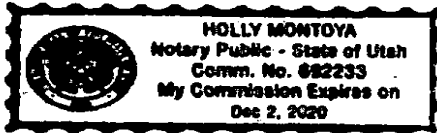
RMCRRC:

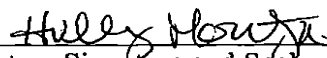
**ROCKY MOUNTAIN COMMUNITY  
REINVESTMENT CORPORATION**, a Utah  
nonprofit corporation

By   
Steven J. Nielsen, CEO and President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 19th day of  
December, 2016, by Steven J. Nielsen, the CEO and President of Rocky Mountain Community  
Reinvestment Corporation, a Utah nonprofit corporation.



  
Notary Signature and Seal

56 111

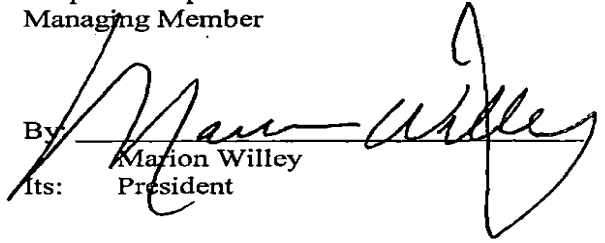
ACKNOWLEDGED AND CONSENTED to as of this 28th day of December, 2016.

BORROWER:

EDINBURGH PROPERTIES, L.L.C.

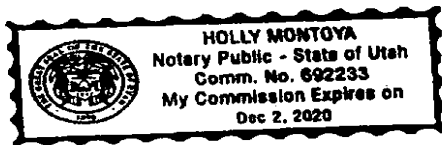
By: WESTERN REGION NONPROFIT  
HOUSING CORPORATION, a Utah  
nonprofit corporation

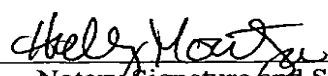
Its: Managing Member

By:   
Marion Willey  
President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing SUBORDINATION AGREEMENT was acknowledged before me this 28th day of December, 2016, by Marion Willey, the President of Western Region Nonprofit Housing Corporation, a Utah nonprofit corporation, the Managing Member of EDINBURGH PROPERTIES, L.L.C., a Utah limited liability company.



  
Notary Signature and Seal

---

EXHIBIT A

---

(Legal Description of the Property)

REAL PROPERTY located in the County of Weber, State of Utah, more particularly described as follows:

PARCEL 1:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 20.61 chains and West 1757.72 feet and South 165 feet and West 330.52 feet and North 13° East 28.47 feet from the Southeast corner of said quarter section; and running thence North 13° East 442.11 feet; thence North 52° West 38.46 feet, more or less, to boundary line fence as described in that certain Agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108; thence South 12°58'19" West 386.90 feet along said fence; thence North 52° West 4.8 feet to property of Frontiers West, Inc.; thence South 12°15' West 55.51 feet; thence South 52° East 42.23 feet, more or less, to the place of beginning.

PARCEL 2:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 22 chains West and South 38° West 1108.8 feet and South 52° East 165 feet and South 12°15' West 388.57 feet from the Northeast corner of said Southeast quarter; and running thence South 12°15' West 55.51 feet; thence North 52° West 179.08 feet; thence North 15°21' East 54.31 feet to a point North 52° West of point of beginning; thence South 52° East 175.86 feet to the point of beginning.

PARCEL 3:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said quarter section and running thence West 130.19 feet; thence South 165 feet; thence West 330.52 feet; thence North 13° East 470.58 feet; thence East 138.6 feet; thence North 53° East to the South line of Lot 17, Block 26, Lakeview Addition Subdivision; thence East to the West line of Grant Avenue; thence South 00°58' West 326.70 feet to the point of beginning.

EXCEPTING that portion thereof, if any, which lies South of a line which is 13 feet North of and parallel to the South line of 38th Street extended West from Washington Blvd.

SUBJECT TO right of way: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said quarter section and running thence North 00°58' East 66 feet; thence West 50.19 feet; thence South 00°58' West 66 feet; thence East to the point of beginning.



## PARCELS 1, 2 AND 3 AS SURVEYED:

DS

A part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Grant Avenue, said point being 1361.65 feet North 00°54'58" East 1630.14 feet North 89°37'02" West from the Southeast corner of said Section 5; and running thence North 89°37'02" West 139.95 feet; thence South 00°22'58" West 165.02 feet; thence North 89°37'02" West 330.52 feet; thence North 13°22'58" East 28.62 feet; thence North 51°37'02" West 225.52 feet to the Southerly right of way line of Chimes View Circle; thence along said Southerly right of way line, the following two (2) courses: North 16°01'26" East 46.26 feet to a point of curvature along the arc of a 176.09 foot radius curve to the left, through a central angle of 02°33'48", a distance of 7.88 feet; thence South 51°37'02" East 184.71 feet to the West edge of a 10 inch concrete wall with a fence on top as described in an Agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108; thence North 13°21'17" East along said wall, 386.90 feet; thence South 51°37'02" East 38.46 feet; thence South 89°37'02" East 138.40 feet; thence North 53°27'58" East 54.92 feet to the South line of Lot 17, Block 26, Lakeview Addition to South Ogden City, Weber County, Utah; thence South 88°43'53" East 187.32 feet to the West right of way line of Grant Avenue; thence South 01°16'07" West 323.65 feet along said line to the point of beginning.