

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Vice President, Multifamily Finance
Utah Housing Corporation
2479 S. Lake Park Blvd.
West Valley City, Utah 84120

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11/9/2015 3:59:00 PM \$22.00
Book - 10378 Pg - 198-204
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 7 P.

FIRST AMERICAN TITLE
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**FIRST AMENDMENT TO AMENDED AND RESTATED
LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This FIRST AMENDMENT TO AMENDED AND RESTATED LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Amendment") is made as of October 27, 2015, by City Front Partners, LLC, a Utah limited liability company ("Project Owner") and Utah Housing Corporation, a public corporation of the State of Utah ("UHC").

WHEREAS, Project Owner has obtained financing from Wells Fargo Bank, National Association, a national banking association ("Lender") for the benefit of the project known as Citifront Apartments ("Project"), which loan is secured by a Multifamily Deed of Trust, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of NOV. 1, 2015, and recorded in the Recorder's Office of Salt Lake County, Utah ("Records") ~~on contemporaneous~~ ^{as Document Number} herewith, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Project Owner has received an allocation of Low Income Housing Tax Credits from UHC, which UHC has required certain restrictions be recorded against the Project; and

WHEREAS, Project Owner entered into that certain Amended and Restated Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Agreement") with respect to the Project, as more particularly described in Exhibit A attached hereto, dated as of December 3, 2004 and recorded on December 13, 2004 as Entry No. 9247603, in Book 9701 at Page 8902 of Official Records of Salt Lake County, State of Utah;

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Agreement be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, UHC has agreed to subordinate the Agreement to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to add a new paragraph 31 to the Agreement at the end thereof to read as follows:

31. HUD Subordination.

(a) In the event of any conflict between any provision contained elsewhere in this Agreement and any provision contained in this paragraph 31, the provision contained in this paragraph 31 shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

“Code” means the Internal Revenue Code of 1986, as amended.

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreement” means the Regulatory Agreement between Project Owner and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Wells Fargo Bank, National Association, a national banking association, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Project Owner pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Project Owner in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Agreement to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Project Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Agreement. In the event of any conflict between the provisions of the Agreement and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits UHC’s ability to enforce the terms of the Agreement, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Project Owner represents and warrants that to the best of Project Owner’s knowledge the Agreement imposes no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in the event of foreclosure (or deed in lieu of foreclosure), the Agreement (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

(e) Project Owner and UHC acknowledge that Project Owner's failure to comply with the covenants provided in the Agreement does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for UHC's reporting requirement, in enforcing the Agreement, UHC will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Project Owner is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Project Owner is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Project Owner is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Project Owner and UHC shall not further amend the Agreement, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, UHC may require the Project Owner to indemnify and hold UHC harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against UHC relating to the subordination and covenants set forth in the Agreement, provided, however, that Project Owner's obligation to indemnify and hold UHC harmless shall be limited to available surplus cash and/or residual receipts of the Project Owner.

(i) Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Agreement. Project Owner represents and warrants that to the best of Project Owner's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Agreement. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Agreement is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Agreement arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Project Owner, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Agreement.

[Signatures on Following Page]

PROJECT OWNER:

City Front Partners, LLC,
a Utah limited liability company

By: Salt Lake Neighborhood Housing Services,
Inc., a Utah nonprofit corporation
Its: Managing Member

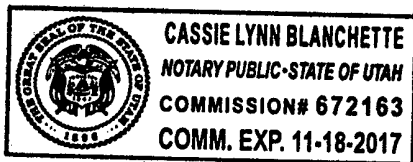
By: *Maria Garciaz*
Name: Maria Garciaz
Its: Executive Director

By: Bridge Development, L.C.,
a Utah limited liability company
Its: Managing Member

By: *D. Russell Minnick*
Name: D. Russell Minnick
Its: Manager

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

The foregoing instrument was acknowledged before me this 30 day of October, 2015, by Maria Garciaz, the Executive Director of Salt Lake Neighborhood Housing Services, Inc. a Utah nonprofit corporation, the Managing Member of City Front Partners, LLC, a Utah limited liability company, on behalf of such limited liability company.

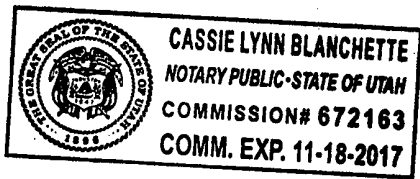


Cassie Lynn Blanchette
Notary Public

[Seal]

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

The foregoing instrument was acknowledged before me this 30 day of October, 2015, by D. Russell Minnick a Manager of Bridge Development, L.C., a Utah limited liability company, the Managing Member of City Front Partners, LLC, a Utah limited liability company, on behalf of such limited liability company.

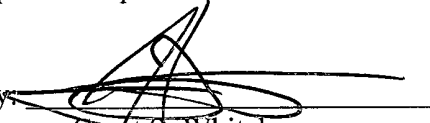


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Cassie Lynn Blanchette
Notary Public

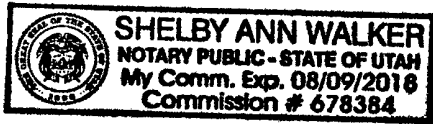
UHC:

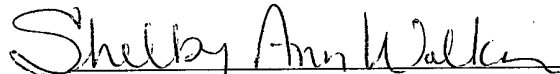
Utah Housing Corporation,
a public corporation of the State of Utah

By: 
Name: Grant S. Whitaker
Its: President

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

The foregoing instrument was acknowledged before me this 27 day of October, 2015,
by Grant S. Whitaker, President of Utah Housing Corporation, a public corporation of the State
of Utah, on behalf of such corporation.




Notary Public

[Seal]

Exhibit A – Legal Description

Parcel 1:

That certain real property in the City of Salt Lake City, County of Salt Lake, State of Utah, having a street address of 631 North Temple Street, Salt Lake City, Utah 84116, more particularly described as follows:

Beginning at the intersection of the South right-of-way line of North Temple Street and the West right-of-way line of 600 West Street, said point also being the Northeast Corner of Block 60, Plat C, Salt Lake City Survey, and running thence South 89°58'06" West along said South right-of-way line of North Temple Street 466.56 feet to the West line of UDOT Parcel No. 15-7:160:E of Official Records; thence along said West line the following 4 courses: South 16°16'45" West 257.95 feet and South 89°58'57" West 9.67 feet to a point on the arc of a 3427.49 foot radius curve to the right having a central angle of 00°47'25" and Southerly along said arc 47.27 feet to a point of tangency and South 18°17'53" West 83.03 feet; thence North 89°58'06" East 233.85 feet to the West side of a metal building; thence North 00°07'20" East along said West line and line extended 123.79 feet; thence North 89°58'06" East 190.03 feet to the center of Lot 7 in said Block 60; thence North 00°01'00" West 41.26 feet; thence North 89°58'06" East 165.09 feet to a point on the West right-of-way line of 600 West Street; thence North 00°01'00" West along said right-of-way line 206.28 feet to the point of beginning.

Parcel 1A:

Together with and subject to those certain easements, rights of way and rights for parking and access, as set forth in that certain Declaration and Grant of Easements, dated September 11, 2007, between City Front Partners, LLC, a Utah limited liability company and City Front Partners II, LLC, a Utah limited liability company, recorded February 26, 2008 as Entry No. 10357823 in Book 9574 at Page 7546 of Official Records.

Tax Parcel No. 08-36-353-018-0000