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RASHELLE HOBBS
Recorder, Salt Lake County, UT
INVEST TITLE SRVS SLC
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED MAIL TO:

Ryan Warburton
Gilmore & Bell, P.C.
15 West So. Temple, Suite 1450
Salt Lake City, Utah 84101

Tax ID# 15-01-377-001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**MEMORANDUM OF OPTION TO PURCHASE
AND RIGHT OF FIRST REFUSAL**

241682
THIS MEMORANDUM OF OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL (this "**Memorandum**") is made this ____ day of July, 2019 (the "**Effective Date**"), by and between **RIBBON PROPERTIES LLC**, a Utah limited liability company (the "**Company**"), having a mailing address of 1776 South West Temple, Salt Lake City, Utah 84115, and **HOUSING ASSISTANCE MANAGEMENT ENTERPRISE**, a Utah nonprofit corporation ("**HAME**" and with the Company, each a "**Party**" and together the "**Parties**"), having a mailing address of 1776 South West Temple, Salt Lake City, Utah 84115, with respect to the following circumstances:

1. The Company is the owner of the real property more particularly described on **Exhibit A** attached hereto, together with all improvements now or hereafter located thereon (the "**Project**").
2. The affairs of the Company, and the rights, duties and obligations of its members, are governed by that certain Second Amended and Restated Operating Agreement of Ribbon Properties LLC dated as of July 1st, 2019 (the "**Operating Agreement**"), entered into by and among H.A. Places LLC, a Utah limited liability company (the "**Managing Member**") and GSB LIHTC Investor LLC, a Delaware limited liability company ("**Investor Member**").
3. Pursuant to the Operating Agreement, the Company has granted to HAME (i) an option to purchase (the "**Purchase Option**") the Project or the Investor Member's interest in the Company during the twenty-four months after the conclusion of the Compliance Period (as defined in the Operating Agreement) on the terms and conditions set forth in the Operating Agreement, and (ii) a right of first refusal (the "**ROFR**") to purchase the Project during the twenty-four months after the conclusion of the Compliance Period (as defined in the Operating Agreement) on the terms and conditions set forth in the Operating Agreement.
4. The Operating Agreement contains additional rights, terms and conditions not enumerated in this instrument.
5. This Memorandum is executed for the purpose of providing record notice in the public records and is not intended, and shall not be construed, to define, limit or modify the Operating Agreement. Notwithstanding anything else herein, in the event of any inconsistency

between the provisions of this Memorandum and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control.

6. Unless sooner terminated by specific written agreement by and among the Company and HAME, this Memorandum shall expire and be of no further force or effect immediately, and without further action, upon the earlier of (i) the failure of HAME to close on the sale proposed under either of the Purchase Option or ROFR within the time limits set forth in the Operating Agreement, or (ii) upon the event that an affiliate of HAME or of the Housing Authority of Salt Lake City is no longer a member of the managing member of the Company. To evidence such termination or expiration, or to evidence any change in the rights of HAME to the Purchase Option or ROFR as such change may occur according to the terms and conditions in the Operating Agreement, each Party agrees, within ten business days after the written request of any other Party, to enter into and record an appropriate amendment, release or cancellation instrument, in proper form for recordation in the public records, acknowledging the amendment, expiration or earlier termination of the Purchase Option or the ROFR, as applicable (a "**Cancellation**"). If either Party fails to deliver a Cancellation when due according to the terms herein, such failing Party hereby appoints the other Party as its attorney-in-fact to prepare, execute and record such Cancellation. This appointment shall be coupled with an interest and shall be irrevocable.

7. The Parties each acknowledge and agree that (i) this Memorandum and the ROFR and Purchase Option herein are subordinate to the rights and interest of the parties under that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants related to the Project and executed by the Company and delivered to Utah Housing Corporation (the "**Extended Use Agreement**"); (ii) this Memorandum and the ROFR and Purchase Option herein are subordinate to the rights and interest of Goldman Sachs Bank USA, a New York State Chartered Bank, with an address of 200 West Street, New York, New York 10282, ("**Senior Lender**") under (a) that Construction Loan Agreement, dated on or around the date hereof by and between the Company and Senior Lender; (b) that Construction Loan Note, dated on or around the date hereof, made by the Company to the order of the Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented; (c) that certain Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded contemporaneously with this Memorandum, made for the benefit of Senior Lender, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented; and (d) all indebtedness of any of any kind at any time evidenced or secured by, or arising under, the foregoing documents listed in items in (a) through (c) in this paragraph, whether incurred, arising or accruing before or after the filing of any bankruptcy proceeding (together the "**Senior Indebtedness**"); and (iii) the ROFR and Purchase Option shall terminate upon the Senior Lender's exercising any of the following in regards to the Project pursuant to its rights under the Senior Indebtedness: foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Project.

8. This Memorandum may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement.

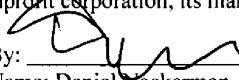
IN WITNESS WHEREOF, the Parties have caused this Memorandum to be duly executed as of the day and year first above written.

COMPANY:

RIBBON PROPERTIES LLC,
a Utah limited liability company

By: H.A. Places LLC, a Utah limited liability company, its
managing member

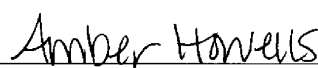
By: Housing Assistance Management Enterprise, a
Utah nonprofit corporation, its managing member

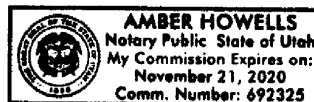
By: 
Name: Daniel Nackerman
Its: President

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on this 14 day of June, 2019, by Daniel Nackerman, who is the President of Housing Assistance Management Enterprise the managing member of H.A. Places LLC the managing member of Ribbon Properties LLC and that the foregoing instrument was signed in behalf of said Ribbon Properties LLC.


NOTARY PUBLIC



HAME:

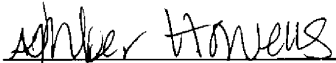
HOUSING ASSISTANCE MANAGEMENT ENTERPRISE,
a Utah nonprofit corporation

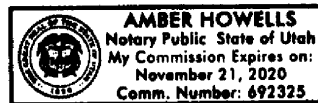
By: 

Name: Daniel Nackerman
Its: President

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing Memorandum was acknowledged before me this 14 day of June, 2019 by Daniel Nackerman, the President of Housing Assistance Management Enterprise, Inc, a Utah nonprofit corporation, on behalf of HAME.


Notary Public



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(Signature Page to Memorandum of Option and ROFR – Pamela Place)

BK 10799 PG 5091

**EXHIBIT A
TO
MEMORANDUM OF OPTION TO PURCHASE
AND RIGHT OF FIRST REFUSAL**

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1: (15-01-377-001)

THE NORTH HALF OF LOT 4, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SALT LAKE, STATE OF UTAH.

PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND ACCESS AS CREATED BY FIRE LANE AND MUTUAL ACCESS EASEMENT AGREEMENT RECORDED AS INSTRUMENT 12841483 IN BOOK 10708 AT PAGE 8701 OF SALT LAKE COUNTY RECORDS.

PARCEL3

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING AS CREATED BY PARKING ACCESS EASEMENT RECORDED AS INSTRUMENT 12971781, IN BOOK 10771, AT PAGE 9252 AND CORRECTED BY THE CERTIFICATE OF PARKING EASEMENT RECORDED AS INSTRUMENT 13004168, IN BOOK 10789, AT PAGE 1015 OF SALT LAKE COUNTY RECORDS.