

When Recorded Return to:

Vice President, Multifamily Finance  
Utah Housing Corporation  
2479 S. Lake Park Blvd.  
West Valley City, Utah 84120

13735645  
8/4/2021 9:39:00 AM \$40.00  
Book - 11216 Pg - 9072-9084  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
RAY QUINNEY & NEBEKER  
BY: eCASH, DEPUTY - EF 13 P.

Tax Parcel I.D. Nos.: 16-06-405-021  
16-06-405-022

AMENDMENT TO

LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

This Amendment to Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Amendment") is made effective as of the 21<sup>st</sup> day of July, 2021, by and among **DOWNTOWN SLC B LLC**, a New York limited liability company, its successors and assigns ("Owner"), **DOWNTOWN SLC B MASTER TENANT LLC**, a New York limited liability company, its successors and assigns (the "Master Tenant" and together with the Owner "Project Owner"), and **UTAH HOUSING CORPORATION**, a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, the Project Owner and Utah Housing entered into and executed that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants, effective as of April 29, 2019 (the "Original Agreement"), which was recorded in the Salt Lake County real property records on June 18, 2019, as Entry No. 13011481, in Book 10793, at Pages 352-364, which provided for certain regulatory and restrictive covenants governing the use, occupancy and transfer of that certain low-income housing tax credit project known as The Exchange B (the "Project") located within the building or buildings located upon and being part of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, because the low-income housing tax credits are being allocated to the Project in 2021, a new building identification number has been assigned to the Project;

WHEREAS, Utah Housing has requested a modification to the language in Paragraphs, 7, 10, and 12 related to notice of default, notice of foreclosure, and sale or transfer of a building or the Project;

WHEREAS, the Project Owner has requested an update to the unit mix of the Project and Utah Housing has approved this update; and

1730791.4

WHEREAS, the parties desire to amend the Original Agreement in order to reflect the new building identification number (Paragraph 1), update the language in Paragraphs 7, 10, and 12, and update the unit mix of the Project (Paragraph 13).

NOW THEREFORE, in consideration of the mutual promises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Project Owner and Utah Housing agree to amend and restate, in their entirety, paragraph 1, paragraph 7, paragraph 10, paragraph 12, and paragraph 13 of the Original Agreement to read as follows:

1. Applicable Fraction. The Project Owner agrees that the applicable fraction, as defined in IRC § 42(c)(1), for each taxable year in the extended use period, as defined in IRC § 42, for the following qualified low-income buildings of the Project will not be less than 63%:

<u>Building Id. No.</u>	<u>Address</u>
UT-21-95001	447 South Blair Street, Salt Lake City, Utah 84111

...

7. Compliance Monitoring. The Project Owner acknowledges that Utah Housing, or its delegate, is required to monitor the Project's compliance with the requirements of IRC § 42 and the covenants of this Agreement. Accordingly, the Project Owner agrees to pay such fees required by, and otherwise comply with the obligations, terms and conditions of, Utah Housing's Compliance Monitoring Plan, as the same may be amended from time to time. As a condition to leasing a low-income unit, a low-income tenant shall be required to provide sufficient documentation to substantiate income levels of all individuals residing therein. All fees owing by the Project Owner pursuant to this paragraph 7, together with late charges and interest thereon and all fees, charges, and costs associated with collecting delinquent amounts hereunder, including, without limitation, court costs and reasonable attorney fees, shall be secured by a lien on the Project in favor of Utah Housing, which lien may be foreclosed in accordance with applicable law. To evidence such a lien, Utah Housing may prepare a written notice of lien setting forth the unpaid fees, the date due and the amount remaining unpaid. Such a notice shall be signed and acknowledged by Utah Housing and may be recorded in the office of the county recorder of the county in which the Project is located. No notice of lien shall be recorded until there is a delinquency in the payment of fees. A lien arising under this paragraph 7 has priority over each other lien and encumbrance on the Project except (i) a lien or encumbrance recorded before this Agreement or a notice thereof is recorded, (ii) a security interest on the Project secured by a mortgage or deed of trust that is recorded before a recorded notice of lien under this paragraph 7, or (iii) a lien for real estate taxes or other governmental assessments or charges against the Project. Such a lien may be enforced by sale or foreclosure of such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust or, at the option of Utah Housing, by a judicial foreclosure. For purposes of nonjudicial or judicial foreclosure of the lien created hereby, (a) Utah Housing shall be considered to be the beneficiary

under a deed of trust, (b) the Project Owner shall be considered to be the trustor under a deed of trust, and (c) First American Title Insurance Company is hereby appointed as the trustee, with all the powers and rights of a trustee under a deed of trust under Utah law, Utah Housing may appoint a successor trustee at any time by filing for record in the office of the county recorder of the county in which the Project is situated, a substitution of trustee. The new trustee shall succeed to all the power, duties, authority, and title of the trustee named in this paragraph 7 and of any successor trustee. The execution of this Agreement by the Project Owner constitutes a simultaneous conveyance by the Project Owner of the Project in trust, with power of sale, to the trustee designated herein for the purpose of securing payment of all amounts due from the Project Owner to Utah Housing under this paragraph 7.

At any time during which a deed of trust, executed by Project Owner and encumbering the Project, for the benefit of a lender as security for a loan the proceeds of which were or will be used to acquire or improve the Project, is in effect and of record, Utah Housing agrees that the liens, rights, remedies, and security interests granted to Utah Housing under or related to this paragraph 7 are and shall at all times continue to be, subordinate, subject and inferior to the rights of such lender under the deed of trust and other loan documents evidencing or securing such loan. Utah Housing shall give such lender a concurrent copy of any notice of default given to Project Owner with respect to this Agreement, and agrees that such lender, at such lender's sole election, shall have the right (but not the obligation) to cure any such default on its and/or Project Owner's behalf. Utah Housing agrees that it will not exercise its right of foreclosure or any other remedy with respect to this paragraph 7 for at least 90 days after providing notice to such lender and allowing such lender the opportunity to cure any default, as required herein.

...

10. Notice of Foreclosure; Eviction During and Following Extended Use Period.

a. The beneficiary or mortgagee under any deed of trust or mortgage encumbering the Project shall provide to Utah Housing copies of any and all notices of default and notices of sale pertaining to such deed of trust or mortgage concurrently with the provision of copies of such notices to the trustor or mortgagor.

b. During the extended use period and the three (3) year period following the termination of the extended use period pursuant to a foreclosure (or instrument in lieu of foreclosure), the Project Owner shall not evict or terminate the tenancy (other than for good cause) of an existing low-income tenant of any low-income unit in the Project or increase the gross rent with respect to a low-income unit, not otherwise permitted under IRC § 42.

...

12. Transfer of Building or Project.

- a. Transfer Defined. As used in this Agreement, a "Transfer" includes the sale, transfer, conveyance or other disposition of an interest in (1) a building to which this Agreement applies, (2) the Project, (3) if the Project Owner is a limited partnership, any general partner, (4) if the Project Owner is a limited liability company, any manager or managing member or (5) a majority of the ownership interest in the Project Owner (either in a single transaction or in a series of transactions that result in such a Transfer).
- b. Partial Disposition of Building Prohibited. Pursuant to IRC Sec. 42(h)(6)(B)(iii), the Project Owner shall not Transfer a portion of a building to which this Agreement applies to any person, unless all of the building to which this Agreement applies is Transferred to such person (a "Transferee"). To the extent that the Project Owner proposes to Transfer all of a building to which this Agreement applies, the Project Owner must comply with the Permitted Transfer rules in Paragraph 12.c.
- c. Permitted Transfer. If the Project Owner proposes to Transfer (1) all of a building, (2) all or any part of the Project, (3) if the Project Owner is a limited partnership, any general partner interest, (4) if the Project Owner is a limited liability company, any manager or managing member interest or (5) a majority interest in the Project Owner (either in a single transaction or in a series of transactions that result in a Transfer) but only if such Transfer takes place at any time after the expiration of the last Credit Period (as such term is defined in Section 42(f)(1) of the Code) applicable to a building in the Project, the Project Owner agrees that no such Transfer shall occur without first providing notice and obtaining the written consent of Utah Housing, which consent shall not be unreasonably withheld. With respect to a Transfer of a majority of interest in the Project Owner (either in a single transaction or in a series of transactions that result in a Transfer) which takes place prior to the end of the Credit Period for the last building in the Project, the Project Owner shall provide notice to Utah Housing, but the consent of Utah Housing shall not be required.
  - i. Notice to Utah Housing. The Project Owner shall give written notice to Utah Housing of its intent to Transfer the Project as soon as possible but in any event at least sixty (60) days prior to the projected closing date of the proposed Transfer. Such notice shall be provided to Utah Housing on a form provided by Utah Housing. In the event that such form is incomplete or if Utah Housing requires any additional information, the Project Owner and/or the proposed Transferee shall submit a supplemental form containing such additional information within three (3) business days of Utah Housing's request for such additional information.

ii. Relevant Factors. In exercising its right to reasonably withhold its consent to a Transfer as provided above, Utah Housing will consider factors relevant to such Transfer, such as: (1) the multifamily experience of the proposed Transferee (years of ownership, number of properties, property types and use), (2) the financial strength of the proposed Transferee (net worth and liquidity to determine if the proposed Transferee can weather market downturns impacting property cash flows and unexpected costs of the Project), (3) the proposed Transferee's contingent liabilities (and if they could materially weaken the proposed Transferee's financial strength), (4) whether projected available cash flow is sufficient to achieve a debt service coverage ratio of at least 1.20, and if there are adequate reserves established, (5) whether the proposed Transferee's property management company has experience and reputation with Section 42 compliance, (6) the current condition of the Project, as evidenced by such third party reports as deemed appropriate by Utah Housing, and the sources and uses of funds proposed to address necessary capital improvements (7) recent trends in the Project's operations and financial performance, and (8) whether the legal and financial structure of the proposed Transferee and its principals may create any issues or problems in enforcing the Project Owner's obligations hereunder.

iii. Written Consent. Utah Housing shall endeavor to provide written consent or denial of the proposed Transfer to the Project Owner no later than thirty (30) days after the Project Owner and/or the proposed Transferee have submitted all of the information required by Utah Housing.

Further, the (i) exercise by Downtown SLC B Managing Member, LLC as the managing member of the Project Owner (or a successor to such managing member approved by Utah Housing) of the purchase option granted to the managing member in Section 8.4 of the Project Owner's Amended and Restated Operating Agreement of even date herewith or (ii) exercise by GSG LIHTC Investor LLC as the non-managing member of Project Owner of the put option to Downtown SLC B Managing Member, LLC as the managing member of the Project Owner (or a successor to such managing member approved by Utah Housing) in Section 8.4 of the Project Owner's Amended and Restated Operating Agreement) shall not require the consent of Utah Housing.

13. Rent and Income Limits. The Project Owner agrees that 80 units of the Project will be leased, throughout the extended use period as set forth in paragraph 9 above, (i) for a maximum monthly rental fee which is affordable to the tenants residing therein (as calculated below), and (ii) to individuals whose annual income (as defined under Section 8 of the United States Housing Act of 1937), aggregated for all individuals residing in a given unit, does not exceed the percentages set forth below of area median income for the county in which the unit is located:

<u>Units</u>	<u>Type</u>	<u>Income Limits</u>
39	1 bedroom 1 bath units	40% of area median income
1	Studio unit	40% of area median income
39	1 bedroom 1 bath units	80% of area median income
1	Studio unit	80% of area median income

For purposes of determining the affordability of monthly rental payments, the maximum monthly rental fee is calculated as follows:

a. First, multiply the monthly rent limit applicable to the unit as calculated by Utah Housing for the applicable year, based on bedroom size, based on 50% of area median income for the county in which the unit is located, by 2 (to arrive at a rental amount based on 100% of area median income);

b. Second, multiply the product derived in paragraph a. above by the percentages set forth below.

<u>Units</u>	<u>Type</u>	<u>Rent Limits</u>
39	1 bedroom 1 bath units	40% of area median income
1	Studio unit	40% of area median income
39	1 bedroom 1 bath units	80% of area median income
1	Studio unit	80% of area median income

For purposes of determining the maximum monthly rental fee pursuant to this paragraph, the maximum monthly rental fee amount shall include an allowance for tenant-paid utilities as provided in IRC § 42 or notices, regulations or revenue rulings issued or promulgated thereunder. Notwithstanding the foregoing, upon written approval from Utah Housing, the Project Owner may increase the maximum monthly rental fee or income limit applicable to tenants for any unit of the Project in an amount agreed to by Utah Housing, as Utah Housing shall decide in its sole discretion; however, under no circumstances may the maximum monthly rental fee or income limit applicable to tenants for any given unit of the Project exceed the rent or income limits established under IRC § 42.

All other terms, conditions and provisions of the Original Agreement shall continue in full force and effect.

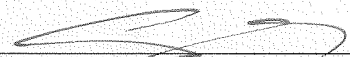
*[Remainder of page intentionally left blank, signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized representatives.

“Master Tenant”

DOWNTOWN SLC B Master Tenant LLC,  
a New York limited liability company

By: Downtown SLC B Residential LLC,  
a New York limited liability company  
Its: Manager



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By: Chris Papamichael  
Its: Authorized Signatory

“Utah Housing”

UTAH HOUSING CORPORATION,  
a Utah public corporation


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By: Jonathan A. Hanks  
Its: Senior Vice President & COO

“Owner”

DOWNTOWN SLC B LLC,  
a New York limited liability company

By: Downtown SLC B Residential LLC,  
a New York limited liability company  
Its: Manager



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By: Chris Papamichael  
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized representatives.

“Master Tenant”


DOWNTOWN SLC B Master Tenant LLC,  
a New York limited liability company

By: Downtown SLC B Residential LLC,  
a New York limited liability company  
Its: Manager

~~By: Matthew Schwartz  
Its: Authorized Signatory~~

“Utah Housing”

UTAH HOUSING CORPORATION,  
a Utah public corporation

  
By: Jonathan A. Hanks  
Its: Senior Vice President & COO

“Owner”

DOWNTOWN SLC B LLC,  
a New York limited liability company

By: Downtown SLC B Residential LLC,  
a New York limited liability company  
Its: Manager

~~By: Matthew Schwartz  
Its: Authorized Signatory~~



STATE OF LOUISIANA )  
 : ss.  
 PARISH OF ORLEANS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2021, by Chris Papamichael, the Authorized Signatory of Downtown SLC B Residential LLC, a New York limited liability company, which is the Manager of both Downtown SLC B LLC, a New York limited liability company and Downtown SLC B Master Tenant LLC, a New York limited liability company.



NOTARY PUBLIC  
Residing at:  
My commission expires:



**DEBORAH DAIGLE DAVIS**  
**NOTARY PUBLIC**  
State of Louisiana, Bar Roll # 26009  
My Commission is for life.

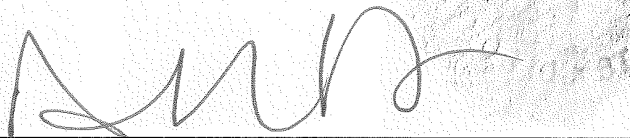
STATE OF UTAH )  
 : ss.  
 COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2021, by Jonathan A. Hanks, the Senior Vice President & COO of Utah Housing Corporation, a Utah public corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My commission expires:

STATE OF UTAH ~~LOUISIANA~~)  
                  ~~ORLEANS~~ : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2021, by Matthew Schwartz, the Authorized Signatory of Downtown SLC B Residential LLC, a New York limited liability company, which is the Manager of both Downtown SLC B LLC, a New York limited liability company and Downtown SLC B Master Tenant LLC, a New York limited liability company.



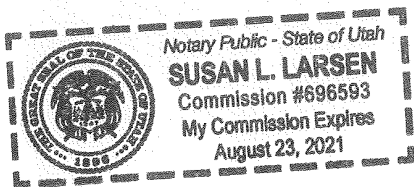
NOTARY PUBLIC  
Residing at:  
My commission expires:



**DEBORAH DAIGLE DAVIS**  
**NOTARY PUBLIC**  
State of Louisiana, Bar Roll # 26009  
My Commission is for life.

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2021, by Jonathan A. Hanks, the Senior Vice President & COO of Utah Housing Corporation, a Utah public corporation.




  
NOTARY PUBLIC  
Residing at: Salt Lake County  
My commission expires: Aug 23, 2021

EXHIBIT "A"  
Legal Description

That certain parcel of real property, situated in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 1:

UNITS 100, 201, 301, AND 401, THE EXCHANGE B CONDOMINIUMS, AS THE SAME IS IDENTIFIED IN THE EXCHANGE B CONDOMINIUMS PLAT RECORDED IN SALT LAKE COUNTY, UTAH, ON June 13, 2019 AS ENTRY NO. 13008781 IN BOOK 2019P, PAGE 186 OF OFFICIAL RECORDS, AND IN THE DECLARATION OF CONDOMINIUM OF THE EXCHANGE B CONDOMINIUMS RECORDED IN SALT LAKE COUNTY, UTAH ON June 13, 2019 AS ENTRY NO. 13008782 IN BOOK 10791 AT PAGE 6126-6186 OF OFFICIAL RECORDS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER A PORTION OF LOT 6 OF BLOCK 35, PLAT 3 OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET SAID POINT IS 724.00 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 346.95 FEET N.89°46'07"E. FROM THE SALT LAKE CITY MONUMENT LOCATED THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 400 SOUTH 300 EAST AND 500 SOUTH 300 EAST); AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N.89°46'07"E. 40.00 FEET; THENCE S.00°14'05"E. 330.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 6; THENCE ALONG SAID SOUTHERLY LOT LINE S.89°45'54"W. 40.00 FEET; THENCE N.00°14'05"W. 330.13 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER PEOPLE'S WAY (PRIVATE STREET) AS SET FORTH ON THE SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED PLAT RECORDED MARCH 5, 2019 AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE SOUTH HALF OF BLAIR STREET (PRIVATE STREET) AS SET FORTH ON THE SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED PLAT RECORDED MARCH 5, 2019 AS ENTRY NO. 12944879 IN BOOK 2019P AT PAGE 80 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 5:

LOT 3B, SALT LAKE CITY PUBLIC SAFETY BUILDING SUBDIVISION AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALSO:

A PORTION OF LOT 7 OF BLOCK 35, OF THE OFFICIAL SALT LAKE CITY SURVEY "PLAT B", AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:  
BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF 400 SOUTH STREET, SAID POINT BEING NORTH 89°46'06" EAST 376.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 35, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT ALSO BEING SOUTH 89°46'06" WEST 284.44 FEET FROM THE NORTHEAST CORNER OF LOT 8 OF SAID BLOCK 35, SAID POINT ALSO BEING 724.00 FEET NORTH 00°02'38" WEST ALONG THE MONUMENT LINE AND 443.49 FEET NORTH 89°46'06" EAST FROM THE MONUMENT IN THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET, AND RUNNING THENCE NORTH 89°46'06" EAST 8.49 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WEST FACE OF A BACK OF EXISTING CURB AND CURB LINE; THENCE SOUTH 00°01'59" WEST 165.06 FEET ALONG SAID WEST FACE OF A BACK OF EXISTING CURB AND WEST FACE CURB LINE EXTENDED SOUTHERLY; THENCE SOUTH 89°45'54" WEST 7.72 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 25, 2012 AS ENTRY NO. 11377798 IN BOOK 10011 AT PAGE 6179, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°14'07" WEST 165.06 FEET (DEED =NORTH 00°14'24" WEST 165.00 FEET) ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.  
TAX PARCEL NUMBERS: (16-06-405-021-0000 & 16-06-405-022-0000)

PARCEL 6:

UNDERGROUND UTILITY EASEMENT DATED June 11, 2019 MADE BY SALT LAKE CITY CORPORATION TO DOWNTOWN SLC B LLC, A NEW YORK LIMITED LIABILITY COMPANY, RECORDED JUNE 14, 2019 AS ENTRY NO. 13009423 IN BOOK 10791 AT PAGE 9525 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

PARCEL 7:

STORM SEWER EASEMENT AND CONNECTION AGREEMENT DATED JUNE 13, 2019 BETWEEN SALT LAKE CITY CORPORATION, A UTAH MUNICIPAL CORPORATION AND DOWNTOWN SLC B LLC, A NEW YORK LIMITED LIABILITY COMPANY, AND DOWNTOWN SLC B RETAIL CONDO LLC, A NEW YORK LIMITED LIABILITY COMPANY, RECORDED JUNE 14, 2019 AS ENTRY NO. 13009369 IN BOOK 10791 AT PAGE 9128 OF OFFICIAL RECORDS, SALT LAKE COUNTY RECORDER.

**EXHIBIT A-1  
DESCRIPTION OF PROJECT  
Exchange B Affordable Unit Mix**

40% AMI Units				Count	40	80% AMI Units				Count	40
Unit Number	Unit Type	SF	Floor Number			Unit Number	Unit Type	SF	Floor Number		
101	M1	379	1			103	M1	377	1		
102	M2	421	1			105	M1	377	1		
107	M1	377	1			106	M2	414	1		
110	M2	458	1			114	M2	516	1		
115	M1	377	1			117	M1	377	1		
119	M1	377	1			125	M1	378	1		
121	M1	377	1			128	M1	376	1		
123	M1	377	1			133	M1	376	1		
126	M1	376	1			139	M1	313	1		
135	M1	370	1			142	M1	376	1		
136	M1	374	1			144	M1	376	1		
141	M1	312	1			203	M1	377	2		
146	M1	358	1			206	M2	414	2		
201	M1	379	2			210	M2	458	2		
202	M2	421	2			214	M2	516	2		
207	M1	377	2			217	M1	377	2		
219	M1	377	2			220	M1	377	2		
221	M1	377	2			225	M1	377	2		
223	M1	377	2			228	M1	376	2		
226	M1	376	2			231	M1	376	2		
232	M1	376	2			233	M1	376	2		
235	M1	367	2			303	M1	377	3		
301	M1	379	3			306	M2	414	3		
302	M2	421	3			310	M2	458	3		
307	M1	377	3			314	M2	510	3		
319	M1	377	3			317	M1	377	3		
321	M1	377	3			320	M1	377	3		
323	M1	377	3			325	M1	378	3		
326	M1	376	3			328	M1	376	3		
332	M1	376	3			331	M1	376	3		
335	M1	370	3			333	M1	376	3		
401	M1	379	4			403	M1	377	4		
402	M2	421	4			406	M2	410	4		
407	M1	377	4			410	M2	458	4		
419	M1	377	4			417	M1	377	4		
421	M1	377	4			420	M1	377	4		
423	M1	377	4			425	M1	378	4		
426	M1	376	4			428	M1	376	4		
432	M1	376	4			431	M1	376	4		
435	M1	370	4			433	M1	376	4		

Together with all appurtenant interests thereto described as part of the Demised Premises in that certain Master Lease between Downtown SLC B LLC as landlord and Downtown SLC B Master Tenant LLC as tenant, dated as of the date hereof.