

Prepared by, and after recording  
return to:

Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102-2186  
Attn: Ann J. McGill

Freddie Mac Loan Number: 502796596  
Property Name: Mya

**13904234 B: 11313 P: 1891 Total Pages: 17**  
**03/04/2022 02:13 PM By: ggasca Fees: \$40.00**  
SUBORD- SUBORDINATION  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ADVANTAGE TITLE  
201 OLD COUNTRY RD STE 200MELVILLE, NY 117472731

**SUBORDINATION  
AND ATTORNMENT AGREEMENT  
(Master Lease)**

THIS SUBORDINATION AND ATTORNMENT AGREEMENT (this “**Agreement**”) is made effective and entered into as of February 25, 2022 by and among **DOWNTOWN SLC B MASTER TENANT LLC**, a New York limited liability company (“**Master Tenant**”); **DOWNTOWN SLC B LLC**, a New York limited liability company (“**Owner**”); **U.S. BANK, NATIONAL ASSOCIATION**, a national banking association (together with any successors or assigns, the “**Fiscal Agent**”), **JLL REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company (together with any successors or assigns, “**Funding Lender**”), and **GSG LIHTC INVESTOR LLC**, a Delaware limited liability company (“**Investor**”).

**RECITALS**

- A. Owner is the fee simple owner of certain land located in Salt Lake County, Utah, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Master Tenant is leasing eighty (80) low income units within the Improvements (such leased area, as more particularly described in the Master Lease, the “**Premises**”) from Owner pursuant to the terms of the Master Lease dated June 13, 2019 by and between Owner, as landlord, and Master Tenant, as lessee (“**Master Lease**”).
- C. Pursuant to the Amended and Restated Operating Agreement of Downtown SLC B Residential LLC, dated June 13, 2019 (as may be amended from time to time, the “**Operating Agreement**”), Investor acquired an interest in the sole member of Master Tenant and made an investment therein.
- D. Pursuant to the terms of a Continuing Covenant Agreement dated the same date as this Agreement (as amended, modified or supplemented from time to time, the “**Continuing Covenant Agreement**”), Funding Lender is purchasing a loan (“**Funding Loan**”) made by GSUIG Real Estate Member LLC, a Delaware limited liability company (in such

capacity, the “**Initial Funding Lender**”) to the Utah Housing Corporation (“**Governmental Lender**”), the proceeds of which were used by Governmental Lender to make a loan to Borrower in the original principal amount of \$11,195,000 (“**Project Loan**”) and together with the Funding Loan, collectively, the “**Loan**”), of which \$11,195,000 is currently outstanding. The Project Loan is evidenced by an Amended and Restated Project Note from Borrower to Fiscal Agent dated effective as of the Closing Date (as amended, modified or supplemented from time to time, the “**Note**”). The Note and the Continuing Covenant Agreement are secured by an Amended and Restated Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated as of the date hereof encumbering the Land (as further amended and/or restated, modified or supplemented from time to time, the “**Security Instrument**”), and other related documents evidencing or securing the Loan given by Owner in favor of Fiscal Agent or Funding Lender.

- E. The Loan requires that Fiscal Agent and Funding Lender consent to any lease of the Premises.
- F. Pursuant to a Continuing Covenant Agreement, Owner has agreed to provide funds for a replacement reserve for the benefit of Funding Lender (the “**Reserve Requirement**”).

NOW, THEREFORE, in consideration of the forgoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement and not otherwise defined will have the meanings set forth in the Continuing Covenant Agreement. In addition to the defined terms set forth in the Recitals to this Agreement, the following defined terms used in this Agreement will have the meanings specified below:

“**Affiliate**” of any Person means (i) any other Person which, directly or indirectly, is in Control of, is under the Control of, or is under common Control with, such Person; (ii) any other Person who is a director or officer of (A) such Person, (B) any subsidiary of such Person, or (C) any Person described in clause (i) of this definition; or (iii) any corporation, limited liability company or partnership which has as a director any Person described in section (ii) of this definition.

“**Control**” means to possess, directly or indirectly, the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

“**Financing Documents**” shall have the meaning given to it in the Continuing Covenant Agreement.

“**Person**” means any natural person, sole proprietorship, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, limited liability limited partnership, joint venture, association, joint stock company, bank, trust, estate,

unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

“**Transfer**” means:

- (a) Any foreclosure, trustee’s sale or other like proceeding.
- (b) The appointment of a receiver for Owner or the Premises.
- (c) The exercise of rights to collect rents under the Financing Documents or an assignment of rents.
- (d) The recording by Fiscal Agent or its successor or assigns with respect to the Loan of a deed in lieu of foreclosure for the Premises.
- (e) Any transfer or abandonment of possession of the Premises to Fiscal Agent or its successor or assigns or Funding Lender or its successors or assigns in connection with any proceedings affecting Owner under the Bankruptcy Code, 11 U.S.C. §101, et seq.

“**Transferee**” means Fiscal Agent, Funding Lender or any other party taking title to the Premises in connection with a Transfer.

- 2. **Consent.** Fiscal Agent and Funding Lender hereby consent to (i) the Master Lease and (ii) Investor’s interests in Master Tenant and agrees that the same will not constitute a default under the Financing Documents.
- 3. **Subordination.** The Security Instrument is and will unconditionally be and remain at all times a lien or charge upon the Premises prior and superior to the Master Lease and all rights and privileges of Master Tenant, or any subtenants. The Master Lease, and all rights and privileges of Master Tenant or any subtenants are hereby unconditionally subjected and made subordinate to the lien or charge of the Security Instrument.
- 4. **[Reserved]**
- 5. **Attornment.**
  - (a) Master Tenant will attorn to any Transferee, including Fiscal Agent, Funding Lender or either’s designees if Fiscal Agent, Funding Lender or either’s designee becomes a Transferee, as the landlord under Master Lease. Said attornment is subject to the limitation of Transferee’s obligations set forth in Section 5(b) below and will be effective and self-operative without the execution of any further instruments immediately upon Transferee succeeding to the interest of the landlord under the Master Lease. Within 10 days after receipt of a written request from a Transferee, the Master Tenant agrees to provide such Transferee with a written confirmation of its attornment and any other matter set forth in this Agreement.

Failure to provide such written confirmation will, at the Transferee's sole option, constitute a default under the Master Lease, but failure to receive such a written confirmation from Master Tenant will not derogate from Master Tenant's obligations to the Transferee under this Agreement.

- (b) In the event that the Master Lease is recognized as a direct lease from a Transferee, then the liability of a Transferee under the Master Lease will be limited to such Transferee's then interest in the Premises, will exist only so long as such Transferee is the owner of the Premises, and such liability will not continue or survive with respect to claims accruing after further transfer of ownership. A Transferee will not be:
- (i) Liable for any act or omission of any prior landlord (including Owner).
  - (ii) Subject to any offsets or counterclaims which Master Tenant may have against a prior landlord (including Owner), unless expressly provided for in this Agreement.
  - (iii) Bound by any prepayment of base rent which Master Tenant may have made in excess of the amounts then due for the next succeeding month, excluding any upfront rent payments specified in the Master Lease, unless otherwise specifically approved in writing by Fiscal Agent or Funding Lender.
  - (iv) Liable or responsible for any security deposit or other sums which Master Tenant may have paid under the Master Lease unless such deposit or other sums have been physically delivered to Transferee.
  - (v) Bound by any notices given by Master Tenant to Owner of which it did not also receive notice.
  - (vi) Required after a fire, casualty or condemnation of the Premises to expend any of its own funds to repair or rebuild the Premises to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Premises which have actually been received by the Transferee and then only to the extent required by the terms of the Master Lease, provided that the Transferee shall permit and cooperate with any repair or rebuild permitted under the terms of the Financing Documents and the Master Lease.
  - (vii) Bound by any modification to the Master Lease or by any waiver or forbearance on the part of any prior landlord (including Owner) made without Fiscal Agent or Funding Lender's consent.
  - (viii) Required to undertake or complete any work which was to be performed by landlord under the Master Lease.

- (ix) Liable for the payment of any leasing commissions, the triggering event for which arose or occurred prior to the date on which Transferee or its designee succeeds to Owner's interest in the Master Lease.
- (x) Liable under any indemnity provision of whatever nature contained in the Master Lease, including but not limited to any environmental indemnification.

**6. [Reserved.]**

**7. Notice and Cure Rights, Etc.**

- (a) Master Tenant and Owner each agrees, simultaneously with the giving of any notice under the Master Lease, to give a duplicate copy of such notice to Fiscal Agent and Funding Lender. Should either Owner or Master Tenant default in any of the provisions of the Master Lease, Fiscal Agent or Funding Lender will have the right, but not the obligation, to cure such default, and either Master Tenant or Owner, as the case may be, will accept performance by or on behalf of Fiscal Agent or Funding Lender as though, and with the same effect as if, it had been done or performed by the defaulting party. Fiscal Agent or Funding Lender, as applicable, will have the same period (if any) to cure such default or cause it to be cured, as is given under the Master Lease in respect of the specified default after the giving of any required notice. Master Tenant and Owner acknowledge that all amounts advanced or expended by Fiscal Agent or Funding Lender to cure any default under the Master Lease will be added to and become a part of the Loan under Section 9.02 of the Continuing Covenant Agreement.
- (b) Fiscal Agent, Funding Lender and Owner each agrees, simultaneously with the giving of any notice of default with respect to the Loan, to give a duplicate copy of such notice to Master Tenant, Investor and Funding Lender. Should Owner default in respect of any of the provisions of the Loan, each of Master Tenant and Investor will have the right, but not the obligation, to cure such default, and Fiscal Agent and Funding Lender will accept performance by or on behalf of Master Tenant or Investor as though, and with the same effect, as if it had been done or performed by Owner. Master Tenant and Investor, co-terminously, will have the same period (if any) to cure such default or cause it to be cured as is given under the Financing Documents in respect of the specified default after the giving of any required notice.
- (c) Owner, Master Tenant and Investor acknowledge that certain Transfers (as defined in the Continuing Covenant Agreement) with respect to Master Tenant and Investor made without Fiscal Agent's or Funding Lender's consent will constitute an Event of Default under the Continuing Covenant Agreement, and each of Owner, Master Tenant and Investor covenants and agrees not to make or permit any such Transfer.

- (d) Fiscal Agent and Funding Lender acknowledge that certain Transfers (as defined in the Continuing Covenant Agreement) with respect to Master Tenant, Investor and the Premises are permitted Transfers thereunder, that the making of any such Transfers in accordance with the requirements set forth in the Continuing Covenant Agreement shall not constitute a default under the Financing Documents or a breach of this Agreement, and that Funding Lender shall not amend the Continuing Covenant Agreement with respect to such Transfers if and to the extent that they apply to the Master Tenant or the Investor, without the consent of Master Tenant or Investor, as applicable.

**8. Representations, Warranties and Covenants of Master Tenant.** Master Tenant represents, warrants and covenants as follows:

- (a) It has received from Owner and reviewed a fully executed copy of the Continuing Covenant Agreement and each of the other Financing Documents that set forth the terms, conditions, provisions, requirements, representations, and affirmative and negative covenants of the Financing Documents relating to the use, maintenance and operation of the Premises (including any financial or regulatory reporting requirements, requirements to comply with any Regulatory Agreement (as such term is defined in the Continuing Covenant Agreement) and any requirements applicable to any property manager engaged to manage the Premises) (collectively, the “**Operating Covenants**”) and acknowledges that a default by Master Tenant under the Master Lease constitutes a default under the Continuing Covenant Agreement.
- (b) There are no mortgages or other monetary liens encumbering Master Tenant’s interest in the Premises.
- (c) The Master Lease (and all collateral documents executed or delivered by Master Tenant in connection with the Master Lease) shall not be modified, amended, terminated, assigned or encumbered without the prior written consent of Fiscal Agent or Funding Lender.
- (d) It shall not create, incur, assume or suffer to exist any lien on the Premises or any part of the Premises or pledge any interest in the Premises or any part of the Premises, including the Master Lease, the tenant leases, rents and contracts.

**9. Modification of Master Lease.** The Master Lease may not be modified or amended so as to (i) reduce the rent or other payments due Owner, (ii) shorten the term, or (iii) adversely affect in any other respect to any material extent the rights of Fiscal Agent or Funding Lender. The Master Lease will not be canceled or surrendered, without the consent, in each instance, of Fiscal Agent or Funding Lender.

**10. Venue.** THE PARTIES HERETO EACH AGREE THAT ANY CONTROVERSY ARISING UNDER OR IN RELATION TO, THIS AGREEMENT OR THE MASTER LEASE WILL BE LITIGATED EXCLUSIVELY IN THE JURISDICTION WHERE

THE PREMISES IS LOCATED. THE STATE AND FEDERAL COURTS AND AUTHORITIES IN SUCH JURISDICTION WILL HAVE EXCLUSIVE JURISDICTION OVER ALL CONTROVERSIES THAT ARISE UNDER OR IN RELATION TO THIS AGREEMENT OR THE MASTER LEASE. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF SUCH COURTS FOR ANY SUCH LITIGATION AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

11. **Waiver of Jury Trial.** EACH PARTY HEREBY (a) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (b) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS AGREEMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.
12. **Waiver of Certain Damages.** To the fullest extent permitted by applicable law, Owner, Master Tenant and Investor each agree not to assert, and each hereby waives, any claim against Fiscal Agent, Funding Lender, Transferee and their respective successors and assigns (together with their respective agents, employees, directors and officers), on any theory of liability, for special, indirect, consequential or punitive damages arising out of, incurred in connection with or resulting from the Master Lease, this Agreement or any other Financing Documents or any actions or omissions of Fiscal Agent, Funding Lender or Transferee pursuant to the Master Lease, this Agreement or any other Loan Document.
13. **Secondary Market.** Fiscal Agent or Funding Lender may sell, transfer and deliver the Note and assign the Continuing Covenant Agreement, the Security Instrument, this Agreement and the other Financing Documents to one or more investors in the secondary mortgage market (“**Market Investor**”). In connection with such sale, Fiscal Agent or Funding Lender may retain or assign responsibility for servicing the Loan, including the Continuing Covenant Agreement, the Note, the Security Instrument, this Agreement and the other Financing Documents, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Market Investor. All references to Fiscal Agent or Funding Lender in this Agreement will refer to and include any such servicer to the extent applicable.

**14. Notice.**

- (a) All notices, demands and other communications (collectively, “**Notice**”) under or concerning this Agreement must be in writing. Each Notice will be addressed to the intended recipient at the address set forth below, and will be deemed given on the earliest to occur of (i) the date when the Notice is received by the addressee; (ii) the first Business Day (as hereinafter defined) after the Notice is delivered to a recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery; or (iii) the third Business Day after the Notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested. As used in this Agreement, the term “Business Day” means any day other than a Saturday, a Sunday or any other day on which Fiscal Agent is not open for business.
- (b) Any party to this Agreement may change the address to which Notices intended for it are to be directed by means of Notice given to the other parties in accordance with this Section. Each party agrees that it will not refuse or reject delivery of any Notice given in accordance with this Section, that it will acknowledge, in writing, the receipt of any Notice upon request by the another party and that any Notice rejected or refused by it will be deemed for purposes of this Section to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.
- (c) Any Notice required under this Agreement will be sent to the parties as follows:

To Fiscal Agent:

U.S. Bank, National Association  
170 South Main Street, Suite 200  
Salt Lake City, Utah 84101  
Attention: Kim Galbraith  
Facsimile: (801) 534-6029  
Telephone: (801) 534-6051

To Funding Lender:

JLL Real Estate Capital, LLC  
2177 Youngman Avenue-Suite 100  
St. Paul, MN 55116  
Attention: Loan Servicing  
Email: [loanservicing@am.jll.com](mailto:loanservicing@am.jll.com)  
Telephone: (763) 656-4500

Federal Home Loan Mortgage Corporation  
8100 Jones Branch Drive, MS B4P  
McLean, VA 22012



Attention: Multifamily Operations Loan Accounting  
Email: [mfla@freddiemac.com](mailto:mfla@freddiemac.com)  
Telephone: (703) 714-4177

To Owner:

Downtown SLC B LLC  
c/o The Domain Companies LLC  
11 Park Place, Suite 1705  
New York, NY 10007  
Attention: Matthew Schwartz

To Master Tenant:

Downtown SLC B Master Tenant LLC  
c/o The Domain Companies LLC  
11 Park Place, Suite 1705  
New York, NY 10007  
Attention: Matthew Schwartz

To Investor:

GSG LIHTC Investor LLC  
Urban Investment Group  
c/o Goldman Sachs Group  
200 West Street  
New York, New York 10282  
Attention: Urban Investment Group Portfolio Manager  
Email: [gs-uir-portfolio-manager@gs.com](mailto:gs-uir-portfolio-manager@gs.com)

With a copy to:

GSG LIHTC Investor LLC  
Urban Investment Group  
c/o Goldman Sachs Bank USA  
200 West Street  
New York, New York 10282  
Attention: Michael Lohr  
Email: [michael.lorh@gs.com](mailto:michael.lorh@gs.com)

With a copy to:

[Gs-uis-docs@gs.com](mailto:Gs-uis-docs@gs.com)

With a copy to:

Sidley Austin LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Aviva Yakren, Esq.  
Telephone: (212) 839-5682  
Email: ayakren@sidley.com

- (d) Master Tenant and Owner will each provide to Fiscal Agent and Funding Lender a copy of any notice sent or received by either of them under or with respect to the Master Lease concurrently as to those it sends, and promptly as to those it receives.

**15. Termination.** Unless terminated earlier in accordance with the other provisions of this Agreement, this Agreement shall terminate upon the expiration or termination of the Master Lease.

**16. Miscellaneous.**

- (a) This Agreement will inure to the benefit of the parties to this Agreement, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of a Transferee, all obligations and liabilities of such Transferee under this Agreement will terminate, and all such obligations and liabilities will be the responsibility of the party to whom the Transferee's interest is assigned or transferred. Notwithstanding the above, the interest of Master Tenant under this Agreement may not be assigned or transferred except to the extent the assignment of Master Tenant's interest in the Master Lease is permitted under the Master Lease and the Financing Documents.
- (b) This Agreement is the whole and only agreement among the parties with regard to the subordination of the Master Lease to the lien or charge of the Security Instrument. This Agreement will supersede and cancel all other subjection or subordination agreements, including those provisions, if any, contained in the Master Lease that provide for the subjection or subordination of the Master Lease to a deed of trust or to a mortgage or mortgages. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties to this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**FISCAL AGENT:**

**U.S. BANK NATIONAL ASSOCIATION,**  
a national banking association

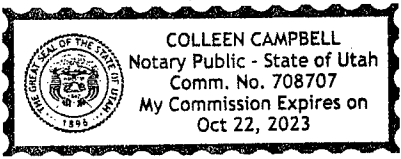
By: [Signature]  
Name: LAUREL R BAILEY  
Title: Vice President

STATE OF Utah )  
                          ) : ss.  
COUNTY Davis )

On the 14 day of February, 2022 personally appeared before me Laurel R. Bailey who being by me duly sworn did say he/she is the Vice President of U.S. Bank National Association and that the within and foregoing instrument was signed on behalf of the national banking association.

Colleen Campbell  
NOTARY PUBLIC  
Residing at: Layton Utah

My Commission Expires: Oct. 22, 2023



**FUNDING LENDER:**

**JLL REAL ESTATE CAPITAL, LLC, a**  
Delaware limited liability company

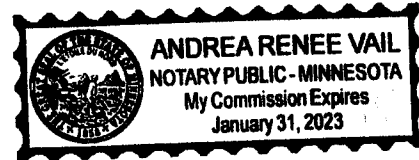
By: Alyssa Berquam  
Name: Alyssa D. Berquam  
Title: Closing Coordinator

STATE OF MINNESOTA )  
  ) : ss.  
COUNTY RAMSEY )

On the 14th day of February, 2022 personally appeared before me Alyssa D. Berquam, who being by me duly sworn did say she is the Closing Coordinator of JLL Real Estate Capital, LLC and that the within and foregoing instrument was signed on behalf of the limited liability company.

Andrea Renee Vail  
NOTARY PUBLIC  
Residing at: Ramsey, Minnesota

My Commission Expires: 1/31/2023

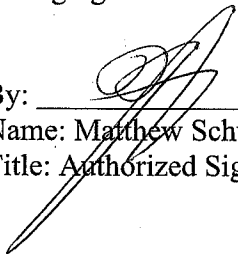


**MASTER TENANT:**

**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: Downtown SLC B Managing Member LLC,  
a New York limited liability company, its  
managing member

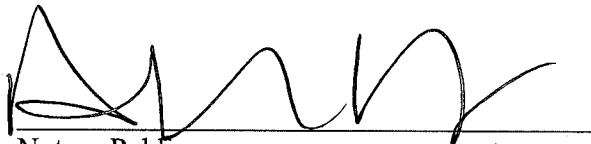
By:   
Name: Matthew Schwartz  
Title: Authorized Signatory

STATE OF Louisiana  
COUNTY OF Orleans SS:

On this 10<sup>th</sup> day of February, 2022, before me, the undersigned Notary Public, personally appeared Matthew Schwartz, who acknowledged himself to be the authorized signatory of Downtown SLC B Managing Member LLC, managing member of Downtown SLC B Residential LLC, sole member and manager of Downtown SLC B LLC, a New York limited liability company and that he is authorized to execute the foregoing instrument for the purposes therein contained by signing the name of Downtown SLC B Residential LLC, sole member and manager of Downtown SLC B LLC.

IN WITNESS THEREOF I hereunto set my hand and official seal.

(Seal)

  
Notary Public



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

Subordination and Attornment Agreement (Master Lease)

IN WITNESS WHEREOF, the parties have set their signatures and seals to this Subordination and Attornment Agreement (Master Lease) of the date first above written.

**OWNER:**

**DOWNTOWN SLC B LLC**, a New York limited liability company

By: Downtown SLC B Residential LLC, a New York limited liability company, its sole member and manager

By: Downtown SLC B Managing Member LLC, a New York limited liability company, its managing member

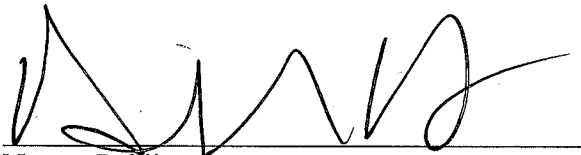
By:   
Name: Matthew Schwartz  
Title: Authorized Signatory

STATE OF Louisiana )  
COUNTY OF Orleans ) SS:

On this 18<sup>th</sup> day of February, 2022, before me, the undersigned Notary Public, personally appeared Matthew Schwartz, who acknowledged himself to be the authorized signatory of Downtown SLC B Managing Member LLC, managing member of Downtown SLC B Residential LLC, sole member and manager of Downtown SLC B LLC, a New York limited liability company and that he is authorized to execute the foregoing instrument for the purposes therein contained by signing the name of Downtown SLC B Residential LLC, sole member and manager of Downtown SLC B LLC.

IN WITNESS THEREOF I hereunto set my hand and official seal.

(Seal)

  
Notary Public




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

Subordination and Attornment Agreement (Master Lease)


**INVESTOR:**

**GSG LIHTC INVESTOR LLC**, a Delaware limited liability company

By:   
Name: Daniel Alger  
Title: Authorized Signatory

STATE OF NY )  
 )  
COUNTY NY ) : ss.

On the 24<sup>th</sup> day of February, 2022 personally appeared before me Daniel P. Alger, who being by me duly sworn did say he/she is the Authorized Signatory of GSG LIHTC Investor LLC, a Delaware limited liability company, and that the within and foregoing instrument was signed on behalf of the limited liability company.

  
NOTARY PUBLIC  
Residing at: Brooklyn NY

My Commission Expires:

ALLISON GUERRA  
Notary Public, State of New York  
No. 01GU6133148  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires September 12, 2025

**EXHIBIT A**

**DESCRIPTION OF THE LAND**

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:

INTENTIONALLY DELETED.

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.