

WHEN RECORDED, RETURN TO:

Ally Bank
1100 Virginia Drive
Ft. Washington, PA 19034
Attn: Irene Belot-Pave
CT-158150-MCM

**SUBORDINATION AGREEMENT
(Deed of Trust)**

(Salt Lake County, Utah)

TIN 10-06-110-601

This SUBORDINATION AGREEMENT (this "Agreement") is made as of March 26, 2024 by and among STRATFORD APARTMENTS 169, LLLP, a Utah limited partnership company ("Trustor"), ALLY BANK, a Utah state chartered bank, whose address is 200 West Civic Center Drive, Suite 201, Sandy, UT 84070, Attention: Kathy Hale, its successors and assigns ("Senior Creditor"), and UTAH DEPARTMENT OF WORKFORCE SERVICES HOUSING AND COMMUNITY DEVELOPMENT DIVISION, OLENE WALKER HOUSING LOAN FUND (the "Subordinated Creditor").

RECITALS

A. Trustor owns fee simple title to that certain real property located in Salt Lake County, Utah (the "Property"), which is more particularly described in Exhibit A attached hereto (the "Legal Description").

B. Senior Creditor has made, or in the future may make, credit accommodations available to Trustor (the "Senior Loan") pursuant to that certain Loan Agreement dated on or about the date hereof by and between Borrower and Senior Creditor (as amended, modified, supplemented or restated from time to time, the "Senior Loan Agreement").

C. The Senior Loan and the other obligations of Borrower owed to Lenders and Senior Agent as further described in the Senior Loan Agreement (as the same may be amended, modified, renewed, extended or supplemented from time to time, collectively, the "Senior Obligations") are secured by, among other things, one or more deeds of trust, including, without limitation, the following:

Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Trustor in favor of Senior Creditor, dated as of 3/26/24 and recorded on 7/21/24, as Instrument No. 4221198 in the official records of Salt Lake County, Utah (as amended, modified, supplemented or restated from time to time, collectively, the "Senior Deed of Trust").

D. Subordinated Creditor has made, or in the future may make, credit accommodations available to Borrower (the "Subordinated Loan") pursuant to that certain Promissory Note by Borrower in favor of Subordinated Creditor (as amended, modified, supplemented or restated from time to time, the "Subordinated Debt Agreement").

E. The Subordinated Loan and the other obligations of Borrower owed to Subordinated Creditor (collectively, the “Subordinated Obligations”) are secured by, among other things, one or more deeds of trust, including, without limitation, the following:

Trust Deed from Trustor in favor of Subordinated Creditor, dated as of 26, MARCH, 2024, and recorded on 3.21.24, as Instrument No. 14221159 in the official records of Salt Lake County, Utah (as amended, modified, supplemented or restated from time to time, collectively, the “Subordinated Deed of Trust”).

F. It is a condition to the Senior Creditor entering into the Senior Loan Agreement that the lien of the Senior Deed of Trust shall at all times be senior and prior to the interest of Subordinated Deed of Trust.

G. Senior Creditor and Subordinated Creditor have entered into that certain Subordination Agreement dated as of the date hereof (as amended, modified, supplemented or restated from time to time, collectively, the “Subordination Agreement”), pursuant to which, among other things, Subordinated Creditor agrees to subordinate any liens securing the Subordinated Obligations to the liens securing the Senior Obligations.

H. The parties hereto desire to enter into this Agreement to provide record notice of the subordination of the Subordinated Deed of Trust to the Senior Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subordination of Subordinated Deed of Trust.

(a) The Senior Deed of Trust and any amendments or modifications thereof or supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Subordinated Deed of Trust, and to all rights and privileges of Subordinated Creditor and Trustor under the Subordinated Deed of Trust.

(b) Subordinated Creditor intentionally and unconditionally waives, relinquishes and subordinates its interests under the Subordinated Deed of Trust in favor of the lien of the Senior Deed of Trust and any renewals or extensions thereof or modifications or supplements thereto, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific monetary and other obligations are being and will be entered into between Borrower and Senior Creditor which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

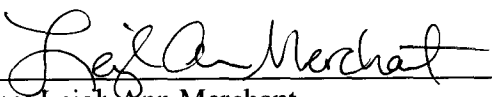
4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement (Deed of Trust) as of the day and year first above written.

Senior Creditor:

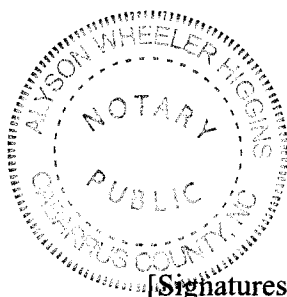
ALLY BANK

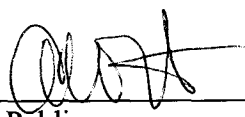
By: 
 Name: Leigh Ann Merchant
 Title: CRA Senior Credit Manager

STATE OF NORTH CAROLINA)
) ss.
 COUNTY OF MECKLENBURG)

On this 20 day of March, 2024, before me, Alyson Wheeler Higgins, a notary public in and for said State, personally appeared Leigh Ann Merchant, known to me to be the CRA Senior Credit Manager of ALLY BANK, the bank that executed the above instrument and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




 Notary Public
 Residing at: Mecklenburg
 Comm. Expires: 30 August 2024

[Signatures continue on next page]

Subordinated Creditor:

UTAH DEPARTMENT OF WORKFORCE SERVICES HOUSING AND COMMUNITY DEVELOPMENT DIVISION, OLENE WALKER HOUSING LOAN FUND

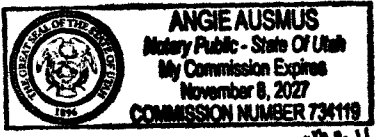
By: Rebecca Banner
Name: Rebecca Banner
Title: Deputy Director

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 26 day of March, 2024, before me, Angie Ausmus, a notary public in and for said State, personally appeared Rebecca Banner, known to me to be the Deputy Director of UTAH DEPARTMENT OF WORKFORCE SERVICES HOUSING AND COMMUNITY DEVELOPMENT DIVISION, OLENE WALKER HOUSING LOAN FUND, the company that executed the above instrument and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Angie Ausmus
Notary Public
Residing at: Salt Lake
Comm. Expires: November 8, 2027



COM # 734119

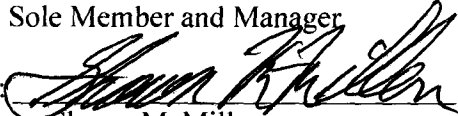
[Signatures continue on next page]

Trustor:

STRATFORD APARTMENTS 169, LLLP, a Utah limited liability limited partnership

By: Stratford Apartments GP, LLC
Its: General Partner

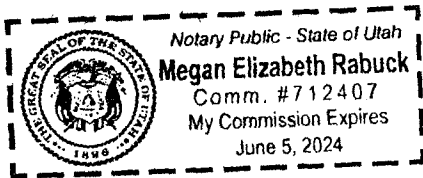
By: First Step House
Its: Sole Member and Manager


By: 
Name: Shawn McMillen
Title: Executive Director

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 18 day of March, 2024, before me, Megan Rabuck, a notary public in and for said State, personally appeared Shawn McMillen, known to me to be the Executive Director of First Step House which is the Sole Member and Manager of Stratford Apartments GP, LLC, the General Partner of Stratford Apartments 169, LLLP, a Utah limited liability limited partnership, the company that executed the above instrument and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public
Residing at: SALT LAKE CITY
Comm. Expires: JUNE 5, 2024

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Residential Unit 1, contained within STRATFORD CONDOMINIUM, as the same is identified in the Plat filed in the office of the Salt Lake County Recorder, Utah, on December 20, 2006 as Entry No. 9946062 in Book 2006P of Plats at Page 384 and in the declaration recorded December 20, 2006 as Entry No. 9946063 in Book 9397 at Page 3579 and the First Amendment to Declaration for Stratford Condominiums recorded 3.27.24 as Entry No. 14221056 in Book 11400 at Page 9507 (as said declaration may have been subsequently restated, amended and/or supplemented).

TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities defined under said declaration.

PARCEL 1A:

A nonexclusive easement as disclosed in that certain Encroachment Easement Agreement recorded 3.27.24 as Entry No. 14221006 in Book 11400 at Page 9025. Being more particularly described as follows:

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 1.00 foot from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.54 feet; thence North 00°01'45" West 42.86 feet; thence North 89°58'15" East 0.54 feet; thence South 00°01'45" East 42.86 feet to the point of beginning.

ALSO:

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 84.92 feet from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.61 feet; thence North 00°01'45" West 5.08 feet; thence North 89°58'15" East 0.61 feet; thence South 00°01'45" East 5.08 feet to the point of beginning.

PARCEL 1B:

A temporary and nonexclusive easement as disclosed in that certain Temporary Construction Easement Agreement recorded 3.27.24 as Entry No. 14221005 in Book 11400 at Page 9011. Being more particularly described as follows:

Beginning at a point being North 00°01'45" West 90.00 feet and South 89°58'22" West 66.50 feet from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'22" West 21.50 feet; thence North 00°01'38" West 9.67 feet; thence North 89°58'22" East 21.50 feet; thence South 00°01'38" East 9.67 feet to the point of beginning.

Tax Id No.: 16-06-110-001