

When recorded mail to:
Michael Brown
1435 North Easthills Circle
Bountiful, UT 84010

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENTS.

This Subordination Agreement is made and entered into as of the 10th day of February 2016, by and between Michael R. Brown (hereinafter referred to as "Beneficiary"), in favor of Cyprus Federal Credit Union (hereinafter referred to as "Lender").

RECITALS

- A. Rise Enterprises Corporation, did execute a Deed of Trust in the amount of \$227,000.00, dated February 10, 2016, covering the following described parcel of real property, situated in Davis County, State of Utah:

SEE ATTACHED EXHIBIT "A"

Serial Number: 12-065-0156

to secure a note dated February 10, 2016 in favor of Michael Brown, which deed of trust was recorded February 12, 2016, as Entry No. 2920524 in Book 6452 at Page 243, Official Records of said county. Said deed of trust is hereinafter referred to as the "Deed of Trust".

- B. Rise Enterprises Corporation (hereinafter referred to as "Owners" is currently vested with fee title to the above described property.
- C. Owners have executed or will execute, a deed of trust and note and other related documents (hereinafter collectively referred to as the "Loan Documents") in the sum of \$1,095,000.00 dated February 10, 2016, in favor of Lender, payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith. Deed of Trust being recorded as Entry No. 2920522, Book 6452, Page 224.
- D. It is a condition precedent to obtaining said loan that the Loan Documents shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the Deed of Trust.
- E. Lender is willing to make said loan provided the Loan Documents securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust and provided that Beneficiaries will specifically and unconditionally subordinate the lien or charge of the Deed of Trust to the lien or charge of the Loan Documents.
- F. It is to the mutual benefit of the parties hereto that Lender make such loan to Owners; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust.

NOW, THEREFOR, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows.

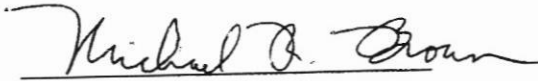
- (1) That the Loan Documents, including, but not limited to, the deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust.

- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the only agreement with regard to the subordination of the lien or charge of the Deed of Trust to the lien or charge of the Loan documents and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordinations, including, but not limited to, those provisions, if any, contained in the Deed of Trust, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- a) It consents to and approves (I) all provisions of the Loan Documents in favor of Lender, and (II) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or part.
- c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust in favor of the lien or charge upon said land of the Loan Documents and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- d) An endorsement have been place upon the note secured by the Deed of Trust that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Loan Documents.

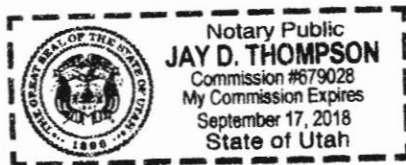
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATE ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.


Michael R. Brown

STATE OF UTAH)

COUNTY OF DAVIS Salt Lake)

On the 10th day of February, 2016, personally appeared before me the above signed Michael R. Brown, being the signer of the instrument herein and who acknowledged to me that he executed the same.



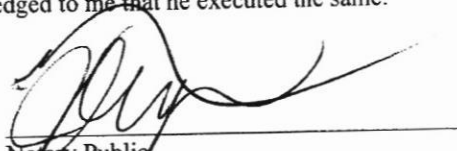

Notary Public

EXHIBIT 'A'

BEGINNING ON THE NORTH LINE OF A ROAD AT A POINT NORTH 33.47 FEET AND WEST 816.91 FEET AND NORTH 89°58' WEST 303.10 FEET AND NORTH 31°58'30" WEST 52.78 FROM THE CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE RUNNING NORTH 89°38'05" WEST 91.85 FEET; THENCE NORTH 89°58'00" WEST 144.48 FEET; THENCE NORTH 59°58'00" WEST 66.91 FEET; THENCE NORTH 31°58'30" WEST 203.27 FEET; THENCE NORTH 58°01'30" EAST 231.54 FEET; THENCE SOUTH 31°58'30" EAST 388.07 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 12-065-0156