

ENT 117198:2013 PG 1 of 10
Jeffery Smith
Utah County Recorder
2013 Dec 30 02:20 PM FEE 28.00 BY CLS
RECORDED FOR Cottonwood Title Insurance Ag
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

GERSON LAW FIRM APC
9255 Towne Centre Drive
Suite 300
San Diego, CA 92121
File No.: 6182.296

Freddie Mac Loan No.: 708200907

48-001-0060

58660-AH

SUBORDINATION AGREEMENT

CTIA-58660-AH

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is effective as of the 30th day of **December, 2013** by the **FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC")** as **Manager of the FSLIC Resolution Fund ("FRF")**, successor in interest to the **Resolution Trust Corporation, as Receiver for County Bank, F.S.B. Santa Barbara, California ("Agency")**, for the benefit of **CENTERLINE MORTGAGE PARTNERS INC., a Delaware corporation**, its successors and assigns ("**Lender**"), and **LOOKOUT POINTE APARTMENTS, LLC, a Delaware limited liability company ("Borrower")**.

RECITALS:

A. Simultaneously herewith Borrower is acquiring certain improved real property located in the **County of Utah, State of Utah**, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. In connection with such acquisition, Borrower is assuming certain obligations under the Land Use Restriction Agreement (the "**LURA**") dated **May 16, 1995** and recorded on title to the Property on **May 17, 1995** as **Entry No. 31077 in Book 3679 at Page 635** of County Official Records ("**Official Records**"), pursuant to which the Property is subject to certain use restrictions.

C. Also in connection with the acquisition of the Property by Borrower, Lender is making a loan to Borrower in the original principal amount of **SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,500,000.00)** (the "**Loan**") pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement which will be recorded among the Official Records (as supplemented or amended from time to time, the "**Deed of Trust**") (the Loan Agreement, the Note and the Deed of Trust, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**").

D. As a condition to making the Loan, Lender requires that the Loan Documents be a lien on the Property superior to the lien of the LURA and the rights of Lender under the Loan Documents be superior to the rights of Agency and Borrower under the LURA. Lender will not make the Loan unless Agency and Borrower agree to subordinate their rights and obligations under the LURA.

E. Borrower and Agency hereby agree to subordinate the LURA on and subject to the terms, conditions and requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.
2. **Subordination.** Agency hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the LURA is and shall at all times continue to be, subordinate to the rights of Lender under the Loan Documents and that the liens, rights, remedies, payment interests, priority

interests, and security interests granted to Agency pursuant to or in connection with the LURA are hereby expressly acknowledged to be in all respects and at all times subordinate in all respects to the liens, rights, remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof.

3. Agency's Rights. Nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Agency, respectively, under the LURA.

4. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the LURA to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

5. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with federal law. Insofar as federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

8. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

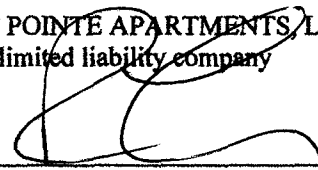
9. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this LURA is effective as of the date written above.

BORROWER

LOOKOUT POINTE APARTMENTS, LLC,
a Delaware limited liability company

By: 

Russell Harrison Long
Manager

Address: 1200 North Terrace Drive
Provo, UT 84604

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

Agency:

FDIC as Manager of the FRF, successor in interest to
The RESOLUTION TRUST CORPORATION, as
Receiver for County Bank, F.S.B. Santa Barbara,
California

By: 

Laura A. Lamar
Supervisory Resolutions and
Receivership Specialist


Address: 550 17th St., NW
Washington, DC 20429

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

LENDER:

CENTERLINE MORTGAGE PARTNERS INC.,
a Delaware corporation

By: 

Vanessa Howes
Senior Vice President

Address: c/o C-III Asset Management LLC
5221 North O'Connor Boulevard,
Suite 600
Irving, Texas 75039

State of California
County of San Francisco

On 12/16/13 before me, KEN GREEN NOTARY PUBLIC, personally appeared RUSSELL HARRISON LONG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



City of Washington
District of Columbia

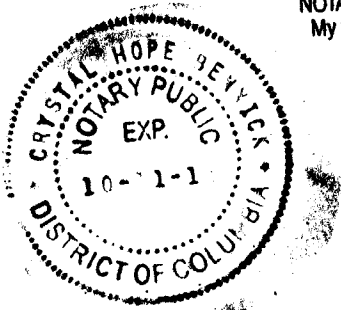
On 12/9/2013 before me, (here insert name and title of the officer), personally appeared **Laura A. Lama**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the City of Washington, District of Columbia, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Crystal Hope Bennick

CRYSTAL HOPE BENNICK
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 31, 2018



State of New York
County of Nassau

On December 18, 2013 before me, Regina E. Girardi, personally appeared VANESSA HOWES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

REGINA E. GIRARDI
Notary Public, State of New York
No. 01GI6134076
Qualified in Nassau County
Commission Expires Sept. 26, 2017

EXHIBIT A**Legal Description**

Beginning at the Northwest corner of Lot 31, Section "A", Oak Cliff Planned Dwelling Group Subdivision, according to the official plat thereof, on file and of record in the Utah County Recorder's office, said point being North 1338.149 feet and East 1525.388 feet from the Southwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian (basis of bearing being North 89°15'03" East along the South line of said Section 32); thence East 8.00 feet; thence South 02°30'15" East 33.76 feet; thence along the arc of a 25.00 foot radius curve to the left 54.62 feet (chord bears South 65°05'20" East 44.38 feet); thence along the arc of a 526.12 foot radius curve to the right 98.18 feet (chord bears North 57°40'20" East 98.03 feet); thence West 0.66 feet; thence North 59°09'04" East 49.22 feet; thence North 63°40'20" East 39.46 feet; thence North 67°58'26" East 44.92 feet; thence North 71°40'39" East 27.73 feet; thence North 87°07'08" East 27.14 feet; thence South 89°19'45" East 38.60 feet; thence South 63°56'42" East 35.40 feet; thence South 76°01'23" East 30.95 feet; thence South 79°23'25" East 23.94 feet; thence South 86°47'34" East 17.94 feet; thence South 72°17'21" East 30.74 feet; thence South 59°22'51" East 61.71 feet; thence South 09°50'15" East 44.54 feet; thence along the arc of a 840.00 foot radius curve to the left 170.80 feet (chord bears South 15°39'44" East 170.51 feet); thence along the arc of a 280.00 foot radius curve to the right 151.44 feet (chord bears South 05°59'36" East 149.60 feet); thence along the arc of a 440.00 foot radius curve to the left 112.70 feet (chord bears South 02°09'51" West 112.39 feet); thence South 68°07'29" West 200.89 feet; thence South 45°00'00" West 24.51 feet; thence North 15°00'00" West 50.00 feet; thence North 87°08'00" West 142.21 feet; thence North 62°04'18" East 149.16 feet; thence South 75°34'00" West 208.93 feet; thence along the arc of a 1030.00 foot radius curve to the left 309.12 feet (chord bears North 16°24'09" West 307.96 feet); thence North 25°00'00" West 44.35 feet; thence North 24°53'25" West 94.69 feet; thence along the arc of a 220.00 foot radius curve to the right 69.59 feet (chord bears North 15°56'59" West 69.30 feet) to the point of beginning.

Tax ID No. 48-001-0060

PROPERTY ADDRESS: 1200 North Terrace Drive, Provo, Utah 84604