

**Recording Requested by and
When Recorded Mail to:**

WESTERN ALLIANCE BANK
2700 West Sahara Avenue
Las Vegas, Nevada 89102
Attention: Commercial Real Estate

Utah County Assessor Parcel No(s): 51-733-0002, 51-733-0101 through 51-733-0118

162808-MCB

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into as of the 6th day of December, 2022, by and among RIVERS EDGE CONDOS, LLC, a Utah limited liability company (“**Owner**”), and Bank of Utah (the “**Bank of Utah**”) in consideration of the factual recitals and agreements set forth below.

RECITALS:

A. Owner is currently indebted to Bank of Utah in the approximate aggregate principal amount of \$13,600,000.00, as secured, in part, by that certain Construction Deed of Trust, dated March 28, 2022, and recorded on April 1, 2022, in the official records of Utah County, Utah (the “**Official Records**”), as Entry No. 41136:2022, that certain Uniform Commercial Code Financing Statement showing Owner as “Debtor” and Bank of Utah, as “Secured Party,” recorded on April 1, 2022 as Entry No. 41138:2022, and that certain Assignment of Rents, dated March 28, 2022, and recorded on April 1, 2022, in the Official Records as Entry No. 41137:2022 (collectively, the “**Bank of Utah Deed of Trust**”), and may obtain further loans from Bank of Utah from and after the date hereof (all such existing and future indebtedness of Owner to Bank of Utah shall be referred to herein as the “**Bank of Utah Debt**”).

B. The Bank of Utah Deed of Trust encumbers a portion of that certain real property described legally in Exhibit “A” attached hereto (the “**Property**”).

C. Owner, contemporaneously herewith, will execute that certain Declaration of Covenants, Conditions, and Restrictions for The Towns at Rivers Edge Owners’ Association recorded on December 5, 2022 in the Official Records as Entry No. 122242:2022 (the “**CC&Rs**”), which shall encumber the Property.

D. Western Alliance Bank, an Arizona corporation (“**Western Alliance**”), whose address is set forth above, intends to make a loan to Owner that shall be secured by a lien against part of the Property, but not including that part of the Property encumbered by the Bank of Utah Deed of Trust.

E. To induce Western Alliance to grant financial assistance to Owner by way of new credit or advances or otherwise (the “**Western Alliance Debt**”), Owner and Bank of Utah each hereby agree to certain terms of subordination as set forth herein.

F. Bank of Utah will be benefited by Western Alliance’s granting such financial assistance to Owner.

G. The respective parties have entered into this Agreement in order to set forth the terms of the subordination required by Western Alliance.

AGREEMENTS

1. Unconditional Subordination. The Bank of Utah Debt and the Bank of Utah Deed of Trust are and shall be absolutely subordinated in all respects to the CC&Rs, and all easements and rights of access set forth therein; provided, however, that i) such subordination extends only to those portions of the Property encumbered, respectively, by the Bank of Utah Deed of Trust, and, ii) such subordination is subject to the provisions of Section 17 of the CC&Rs.

2. Rights of Bank of Utah. Nothing herein shall prohibit Bank of Utah from exercising its rights under the Bank of Utah Deed of Trust provided, however, that any trustee’s sale, foreclosure sale or deed in lieu of foreclosure with respect to the Bank of Utah Deed of Trust be subject to the CC&Rs, and the CC&Rs shall remain in full force and effect following any such action under the Bank of Utah Deed of Trust.

3. Insolvency or Liquidation Proceedings. In connection with any insolvency or liquidation proceedings relating to Owner, the Bank of Utah Debt, or the Western Alliance Debt, this Agreement shall remain in full force and effect. The parties hereto shall not file any proofs of claim, objections, pleadings, or other papers, or take any other actions, that are or would be inconsistent with the system of priorities set forth in this Agreement.

4. Western Alliance Discretion. Nothing in this Agreement shall be construed as requiring Western Alliance to grant any financial assistance to Owner or as limiting or precluding Western Alliance from the exercise of Western Alliance’s independent judgment and discretion in connection with Western Alliance’s financial arrangements with Owner.

5. Continuing Agreement. This Agreement shall in all respects be a continuing agreement, and this Agreement and the agreements and obligations of the parties hereto shall remain in full force and effect.

6. Assignment. This Agreement shall extend to and bind the respective heirs, personal representatives, successors, and assigns of the parties hereto, and the covenants of Owner and Bank of Utah, respectively.

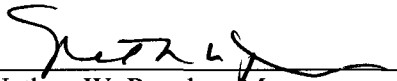
7. Governing Law. This Agreement shall be governed by and construed in accordance with Utah law, and the venue for any action to enforce or interpret this Agreement shall be Utah County, Utah.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

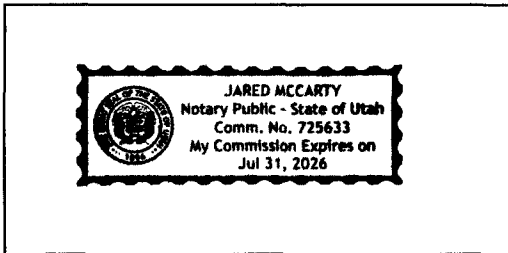
Rivers Edge Condos, LLC, a Utah limited liability company

By: 
Nathan W. Pugsley, Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 6th day of December, 2022, personally appeared before me, Nathan W. Pugsley, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me being by me duly sworn, did say that he is the Manager of RIVERS EDGE CONDOS, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said entity by authority of a resolution of its members and manager, and said Nathan W. Pugsley acknowledged to me that said entity executed the same.

Witness my hand and official seal.





Notary Public

(Use this space for notarial stamp/seal)

BANK OF UTAH:

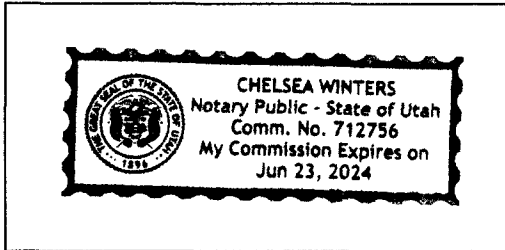
Bank of Utah

By: 
 Name: Steve Diamond
 Title: SVP Commercial Loans

STATE OF UTAH)
) ss.
 COUNTY OF Weber)

On this 5 day of December, 2022, personally appeared before me, Steve Diamond, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me being by me duly sworn, did say that he is the SVP Commercial of BANK OF UTAH, and that said document was signed by him in behalf of said entity by authority of a resolution of its Board of Directors, and said Steve Diamond acknowledged to me that said entity executed the same.

Witness my hand and official seal.



Chelsea Winters
 Notary Public

Exhibit "A"

LEGAL DESCRIPTION

Beginning at a point being 570.73 feet North 88°26'46" East and 1246.75 feet North 01°33'14" West from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence West 463.30 feet; thence westerly 7.96 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 18°15'08", chord bears North 80°52'26" West 7.93 feet; thence North 418.43 feet; thence West 63.83 feet; thence North 00°00'16" West 67.95 feet; thence North 02°53'21" West 29.90 feet; thence North 00°01'54" West 141.92 feet; to the northerly line of The Mix at Rivers Edge, recorded September 18, 2017 as Entry No. 91060:2017, Map No. 15708 in the office of the Utah County Recorder; thence, along the boundary said The Mix at Rivers Edge, the following three (3) courses: (1) North 88°12'26" East 402.77 feet, (2) South 46°40'41" East 162.29 feet, (3) South 01°37'34" East 560.90 feet to the Point of Beginning.

Contains 317,634 Sq. Ft. (7.29 Ac.)

Basis of Bearing being North 88°26'46" East along the section line from the South Quarter Corner to a witness corner marking the Southeast Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian.