

When recorded mail to  
3135 Richmond St.  
SLC, UT 84106

ENT97920:2021 PG 1 of 7  
Andrea Allen  
Utah County Recorder  
2021 May 26 08:38 AM FEE 40.00 BY SW  
RECORDED FOR Truly Title, Inc. - Utah  
ELECTRONICALLY RECORDED

## LOAN SUBORDINATION AGREEMENT

THIS LOAN SUBORDINATION AGREEMENT (this "**Agreement**") is made as of May 21, 2021 by CAMBIA INVESTMENTS, LLC, a Utah limited liability company ("**Subordinating Lender**"), for the benefit of SDP REIT, LLC, a Delaware limited liability company and its affiliates, co-lenders, successors, transferees, and assigns (collectively, "**Senior Lender**").

A. Effective as of the date hereof, Herons Landing, LLC, a Utah limited liability company ("**Borrower**"), made, executed and delivered to Subordinating Lender a certain Promissory Note payable to Subordinating Lender in the original principal amount of \$1,230,000.00 (the "**Subordinated Debt**").

B. The Subordinated Debt is secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith, executed by Borrower, as Trustor, for the benefit of Subordinating Lender, as Beneficiary, and encumbering certain real property (the "**Property**") situated in Utah County, Utah, and more particularly described on Exhibit A hereto (the "**Subordinated Lien**").

C. Effective as of the date hereof, Senior Lender extended credit (the "**Senior Debt**") to Borrower pursuant to a Secured Promissory Note in the original face amount of \$5,654,618.00 (the "**Note**").

D. The Senior Debt is secured by a Trust Deed, Assignment of Rents, Security Agreement and Financing Statement of even date with the Note (the "**Trust Deed**," and together with the Note and all other documents entered into in conjunction with the Senior Debt, the "**Senior Debt Documents**"), executed by Borrower, as Trustor, for the benefit of Senior Lender, as Beneficiary, and encumbering the Property, as more particularly described in such Trust Deed.

E. As a condition to approving the Subordinated Lien, Senior Lender has required that Subordinating Lender subordinate its security interest in the Property and Borrower, Senior Lender, and Subordinating Lender desire to establish the respective priorities of their liens.

NOW, THEREFORE, in consideration of the mutual agreements set out herein, and in consideration of Senior Lender extending the Senior Debt to Borrower, Subordinating Lender agrees as follows:

1. Subordinating Lender hereby subordinates all Subordinated Debt, now or hereafter existing, to the Senior Debt, up to the full amount of the Senior Debt. Nevertheless, so long as no Event of Default (as defined in the Note) has occurred under the Senior Debt Documents, Subordinating Lender shall be entitled to collect interest payments in accordance with the terms of the Subordinated Debt and, moreover, if the Subordinated Debt matures prior to the Senior Debt, Subordinating Lender shall be entitled to accept a payoff of the Subordinated Debt in full at its maturity date. However, following Senior Lender's delivery to Subordinating Lender of a written notice indicating that an Event of Default has occurred under the Senior Debt Documents, Subordinating Lender agrees that it will not demand, receive or accept any payment of any kind, including without limitation any principal or interest payment from Borrower in respect

of its Subordinated Debt until either (a) all the Senior Debt has been paid in full or (b) the applicable event of default has been cured.

2. Notwithstanding anything to the contrary in this Agreement, and in addition to all other payments Subordinating Lender may receive hereunder, Senior Lender agrees that upon the sale of all or any portion of the Property (including, without limitation, individual lots), Senior Lender shall receive \$130,900.00 for each individual lot sold and any net sales proceeds in excess of such amount from any such sale(s) may be paid directly to Subordinating Lender, to be applied against the Subordinated Debt in the manner prescribed therein.

3. Regardless of any priority otherwise available to Subordinating Lender by law or by agreement, any security interest, lien, claim or right Subordinating Lender may now hold or hereafter acquire in the Property, including without limitation through the Subordinated Lien, shall be and remain fully subordinated and junior for all purposes to the Senior Debt, including without limitation all liens, rights, and obligations created by or arising under the Trust Deed, including all modifications to and extensions thereof.

4. Except as expressly authorized by the provisions of this Agreement, the Senior Debt Documents or that certain Lender Acknowledgment and Consent of even date herewith executed by Senior Lender for the benefit of Subordinating Lender, Subordinating Lender will not accelerate the maturity of the Subordinated Debt, commence any action or proceeding against Borrower to recover all or any part of any unpaid amount of the Subordinated Debt, exercise or enforce any right or remedy against Borrower or the Property, or join with any creditor (unless Senior Lender shall so join) in bringing any proceedings against Borrower under any bankruptcy, reorganization, readjustment of debt, arrangement of debt, receivership, liquidation or insolvency law or statute of the federal or any state government, unless and until the Senior Debt has been paid in full. Moreover, Subordinating Lender shall have no right to take any action with respect to the Property, whether by judicial or non-judicial foreclosure, notification to Debtor's account debtors, the seeking of the appointment of a receiver for any portion of Borrower's assets, setoff, or otherwise, unless and until all Senior Debt has been fully paid.

5. Subordinating Lender agrees that Senior Lender may modify any terms of the Senior Debt and of any agreements pursuant to which collateral is pledged to secure the Senior Debt; *provided, however*, that notwithstanding anything to the contrary in this Agreement, Senior Lender may not make any amendment to any of the Senior Debt Documents that results in an increase in the Senior Debt or an increase in the interest rate applicable to the Senior Debt without Subordinating Lender's prior written consent. No such modification shall in any way impair the priority of the Senior Debt or the rights of Senior Lender hereunder, even if such modification is prejudicial to the rights or interests of Subordinating Lender or any other person or entity.

6. Senior Lender hereby grants to Subordinating Lender the right, exercisable any time after the six (6) month anniversary of the issuance of the Note to Senior Lender (the "**Exercise Date**"), to purchase the Senior Debt for a purchase price equal to the then-current outstanding balance of the Senior Debt. Subordinating Lender may exercise this right by delivering written notice thereof to Senior Lender any time after the Exercise Date. Within thirty (30) days of such exercise, Senior Lender will assign the Senior Debt

to Subordinating Lender (and such assignment document will be in a form mutually acceptable to Senior Lender and Subordinating Lender, but in any event will include, among other standard representations and warranties, representations concerning the then-current outstanding balance of the Senior Debt, that (to Senior Lender's knowledge) no events of default have occurred or are continuing under the Senior Debt as of such date, and that the Senior Debt is being conveyed to Subordinating Lender free and clear of all liens, claims, encumbrances, and rights of third parties to purchase or lien the Senior Debt) against Subordinating Lender's delivery of the purchase price for the Senior Debt to Senior Lender.

7. If there are any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements, in addition to any other relief to which such party may be entitled. This Agreement shall be binding on and inure to the benefit of the respective successors, heirs and assigns of the parties hereto. Each party hereto agrees to submit to the exclusive jurisdiction of Utah County, Utah in the event of any litigation involving this Agreement. This Agreement is governed by the internal laws of the State of Utah without reference to choice of law rules.

[SIGNATURE PAGE ON NEXT PAGE]

[SIGNATURE PAGE OF SENIOR LENDER]

**SENIOR LENDER:**

SDP REIT, LLC,  
a Delaware limited liability company

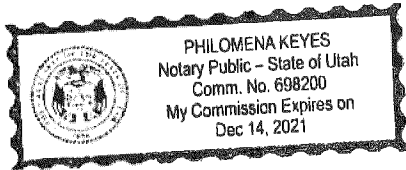
By: [Signature]  
Name: Michael Nixon  
Title: Managing Director

**ACKNOWLEDGMENT**

STATE OF Utah )  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 25 day of May, 2021, by Michael Nixon, as Managing Director of SDP REIT, LLC, a Delaware limited liability company, on behalf of said company.

Philomena Keyes  
Notary Public for State of Utah Salt Lake City  
My Commission expires: Dec 14, 2021



[SIGNATURE PAGE OF SUBORDINATING LENDER]

**SUBORDINATING LENDER:**

CAMBIA INVESTMENTS, LLC,  
a Utah limited liability company

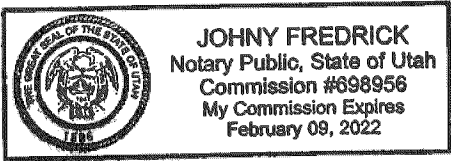
By: [Signature]  
Name: Tyson Williams  
Title: Portfolio Manager

**ACKNOWLEDGMENT**

STATE OF UTAH )  
  )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of MAY, 2021, by TYSON WILLIAMS as PORTFOLIO MANAGER of Cambia Investments, LLC, a Utah limited liability company, on behalf of said company.

[Signature]  
Notary Public for STATE OF UTAH  
My Commission expires: FEB 09, 2022



**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Provo, County of Utah, State of UT, and is described as follows:

**Heron's Landing Plat 'A' – Combined 21:051:0036 and 21-052-0063**

Beginning at a point on the Southerly Right-of-Way Line of 1560 South Street, said point being North 89°46'32" East 210.11 feet and South 1,571.74 feet from the Northwest Corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°44'57" East 206.99 feet along said Southerly Right-of-Way Line; thence South 00°27'36" West 1,094.16 feet; thence South 89°44'57" West 211.00 feet; thence South 89°44'57" West 211.00 feet; thence South 00°27'36" West 13.55 feet to the Northerly Right-of-Way Line of Lakeview Parkway; thence Northwesterly 420.51 feet along the arc of a 1,115.00 foot radius curve to the left (center bears South 33°26'00" West and the chord bears North 67°22'16" West 418.03 feet with a central angle of 21°36'31") along said Northerly Right-of-Way Line; thence North 30°00'00" West 66.07 feet; thence North 01°00'00" East 678.84 feet; thence South 87°55'40" East 31.51 feet; thence North 00°39'33" East 211.70 feet to said Southerly Right-of-Way Line of 1560 South Street; thence North 89°57'00" East 236.01 feet along said Southerly Right-of-Way Line; thence South 00°22'30" West 347.32 feet; thence South 89°37'30" East 150.00 feet; thence North 00°22'30" East 348.44 feet to the point of beginning.

Also:

BEGINNING at a point on a fence corner, which point is on the South boundary of 1560 South Street, Provo, Utah, which point is East along the Section line 200.95 feet and South 1571.71 feet and East 218.05 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°57' East along the fence line and South boundary of 1560 South Street 100 feet; thence South 00°22'30" West 436 feet; thence South 89°57' West 100 feet to a fence line; thence North 01°00'54" East along fence line 436 feet to the point of beginning.

Parcel Identification No. 21-052-0010.

Also:

BEGINNING at a point on a fence corner, which point is on the South boundary of 1560 South Street, Provo, Utah, which point is East along the Section line 200.95 feet and South 1571.71 feet and East 218.05 feet and South 01°00'54" West 436 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°57'00" East 100 feet; thence South 00°22'30" West 971 feet; thence North 89°37'30" West 325.08 feet to a point on a fence line; thence North 00°48'37" East along a fence line 310.69 feet to a fence corner; thence East along a fence line 210.50 feet to a fence corner; thence North 01°00'54" East along a fence line 658.27 feet to the point of beginning.

Less and Excepting therefrom any portion of the described parcel which may lie West of the following line, as contained in that certain Boundary Line Agreement recorded September 13, 2006, as Entry No. 120411:2006, of Official Records. Said Line described as follows:

Beginning at a fence corner on the South side of 1560 South Street, Provo, Utah, which point is East 207.10 feet and South 1571.19 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian (basis of bearing, Utah State Plane Coordinate System, Bearing of Section Lines - Section Line bears N89°46'31"E); thence South 00°29'40" West 1590.42 feet along a fence line.

Also less and excepting the following parcel deeded to Provo City, in Warranty Deed Recorded October 17, 2013, as Entry No. 97455:2013, and described as follows:

A Parcel of Land in Fee for the Provo City West Side Connector known as Project No. F-LC49(129), being part of an entire tract of property situate in Lot 1 of Section 13, T.7S., R.2E., SLB&M. The Boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract, at a point 200.95 feet East along the Section Line and 1571.71 feet South and 218.05 feet East and 436.00 feet S.01°00'54"W and 104.87 feet (record 100.00 feet) N.89°57'00"E. and 971.00 feet S.00°22'30"W. from the Northwest corner of said Section 13; and running thence N.89°37'30"W. 226.02 feet along the southerly boundary line of said entire tract to a point 90.00 feet perpendicularly distant Southwesterly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 258+95.32; thence N.46°05'32"W. 78.03 feet parallel with said right of way control line to the point of tangency of a 950.00-foot radius curve to the left; thence Northwesterly 58.12 feet along the arc of said curve, concentric with said right of way control line (chord bears N.47°50'41" W. 58.11 feet) to the westerly boundary line of said entire tract and a boundary line agreement recorded

as Entry No. 120411:2006; thence N.00°43'08"E. 204.44 feet along said westerly boundary line to a point 75.00 feet radially distant northeasterly from said right of way control line opposite approximate Engineers Station 256+31.62; thence Southeasterly 199.06 feet along the arc of a 1115.00-foot radius non-tangent curve to the right, concentric with said control line, (chord bears S.51°12'24"E. 198.79 feet); thence S.46°05'32"E. 233.04 feet parallel with said right of way control line to the easterly boundary line of said entire tract, at a point 75.00 feet perpendicularly distant northeasterly from said right of way control line opposite approximate Engineers Station 260+50.32; thence S.00°22'30"W. 12.86 feet to the point of beginning.

Also less and excepting the following parcel deeded to Provo City, in Warranty Deed Recorded October 17, 2013, as Entry No. 97456:2013, and described as follows:

A Parcel of Land in Fee incident to the construction of the Provo City West Side Connector known as Project No. F-LC49(129), being part of an entire tract of property situate in Lot 1 of Section 13, T.7S., R.2E., SLB&M. The Boundaries of said parcel of land are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the southwesterly highway right of way and limited-access line of said project, at a point 90.00 feet perpendicularly distant southwesterly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 258+95.32, which point is 200.95 feet East along the Section Line and 1571.71 feet South and 218.05 feet East and 436.00 feet S. 01°00'54" W. and 104.87 feet (Record 100.00 feet) N. 89°57'00" E. and 971.00 feet S.00°22'30"W. and 226.02 feet N.89°37'30"W. from the Northwest corner of said Section 13; and running thence N. 89°37'30"W. 100.46 feet along said southerly boundary line to the Westerly boundary line of said entire tract; thence N.00°43'08"E. 92.46 feet along said westerly boundary line to a point 90.00 feet radially distant southwesterly from said right of way control line opposite approximate Engineers Station 257+53.67; thence Southeasterly 58.12 feet along the arc of a 950.00-foot radius non-tangent curve to the right, concentric with said right of way control line (chord bears S.47°50'41"E. 58.11 feet); thence S.46°05'32" E. 78.03 feet parallel with said right of way control line to the point of beginning.

Parcel Identification No. 21-051-0031

APN: 21:051:0031  
 APN: 21-051-0036  
 APN: 21-052-0010  
 APN: 21-052-0063