

WHEN RECORDED MAIL TO:

U.S. Bank National Association
Community Lending
4747 Executive Drive
3rd Floor
San Diego, CA 92121
Attention: Loan Administration Manager

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT

(CITY OF FRESNO)

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

THIS SUBORDINATION AGREEMENT ("*Agreement*") is made as of March 11, 2015, by and among FULTONIA WEST/CEDAR HEIGHTS SCATTERED SITE, LP, a California limited partnership ("*Borrower*"), CITY OF FRESNO, a municipal corporation ("*Junior Lienholder*"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("*Bank*").

RECITALS

A. Borrower owns and intends to construct a 45-unit scattered site affordable housing apartment project at 541-545 N. Fulton Street and 4532 E. Hamilton Avenue, Fresno, California (the "*Project*") located on certain real property in Fresno County, California and more particularly described on Exhibit A hereto (the "*Property*").

B. Borrower has applied to Bank for a loan (the "*Loan*") in the aggregate maximum principal amount of \$6,103,779, for the purpose of financing a portion of the costs of the acquisition and construction of the Project.

C. Borrower and Bank have entered into that Construction Loan Agreement dated as of the date hereof (as the same from time to time be amended, modified, extended, renewed or restated, the "*Loan Agreement*").

D. Borrower's obligation to repay the Loan is further evidenced by a promissory note dated as of even date herewith, executed by Borrower in the original principal amount of \$6,103,779 (the "*Note*").

E. Junior Lienholder has agreed to make a loan ("*Junior Loan*") in the principal amount of \$2,100,000 to Borrower in connection with the construction of the Project. The Junior

Loan will be evidenced and/or secured by the following documents, instruments and agreements (collectively, the "**Junior Obligation Documents**"):

1. That certain City of Fresno Restated and Superseding Home Investment Partnerships Program Agreement dated as of June 27, 2014, executed by and between Junior Lienholder and Borrower, recording in the Official Records of the County of Fresno, State of California (the "**Official Records**") substantially concurrently herewith, which amends and restates in its entirety that certain City of Fresno HOME Investment Partnership Program Agreement dated as of September 12, 2013 and recorded September 17, 2013 as Instrument No. 2013-031455 (the "**HOME Agreement**");

2. That certain Promissory Note Secured by Deed of Trust dated as of March 12, 2015, executed by Borrower in favor of Junior Lienholder, in the face principal amount of \$2,100,000;

3. That certain Deed of Trust dated as of March 12, 2015, executed by Borrower in favor of Junior Lienholder, to be recorded in the Official Records substantially concurrently herewith;

4. That certain Declaration of Restrictions dated as of March 12, 2015, executed by Borrower in favor of Junior Lienholder, being recorded in the Official Records substantially concurrently herewith; and

5. Any UCC-1 Financing Statement(s) naming Borrower, as Debtor, and Junior Lienholder, as Secured Party.

F. As used herein, the term "**Junior Obligations**" means the Junior Loan and all other indebtedness, claims, debts, liabilities or other obligations from Borrower to Junior Lienholder under the Junior Obligation Documents, together with all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

G. Borrower's obligations to Bank under the Note are secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Senior Deed of Trust**"), dated as of even date with the Loan Agreement, made by Borrower for the benefit of Bank and (ii) the Loan Documents described in the Loan Agreement. The Senior Deed of Trust is being recorded substantially concurrently herewith in the Official Records. The Senior Deed of Trust, the Note and the other Loan Documents (as defined in the Loan Agreement) are hereinafter collectively referred to as the "**Senior Loan Documents**".

H. As used herein, the term "**Bank Indebtedness**" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Bank under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

I. Pursuant to the Senior Deed of Trust and the other Senior Loan Documents, Borrower is not entitled to further encumber the Property without the prior written consent of Bank, which consent may be withheld in Bank's sole discretion.

J. It is a condition precedent to Bank to entering into the Senior Loan Documents and permitting the recordation of any of the Junior Obligation Documents that the Senior Deed of Trust and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

K. Bank is willing to permit the recordation of the recordable Junior Obligation Documents, provided that (1) the Senior Deed of Trust and the other Senior Loan Documents are a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) Junior Lienholder will specifically subordinate the liens or charges of the Junior Obligation Documents to the lien or charge of the Senior Loan Documents.

L. Junior Lienholder is willing that the Senior Loan Documents shall constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the Junior Obligation Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

M. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Bank to make the Loan, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Senior Deed of Trust in favor of Bank, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Junior Obligation Documents. Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the Junior Obligation Documents in favor of the lien or charge upon said land of the Senior Deed of Trust in favor of Bank, and understands that in reliance upon and in consideration of this 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 subordination.

2. Only Agreement Regarding Subordination. Bank would not permit the recordation of any Junior Obligation Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between said deeds of trust and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Obligation

Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

3. Loan Disbursements. In making disbursements pursuant to any of the Senior Loan Documents, Bank is under no obligation or duty to, nor has Bank represented that it will, see to the application of such proceeds by the person or persons to whom Bank disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Document(s) shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lienholder has received and consents to and approves the Senior Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Bank. No decision by Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Bank Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Obligation Documents, if required, as long as all payments under the Senior Deed of Trust and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no Event of Default exists under the Loan Agreement and no event exists which, with the lapse of time or the giving of notice or both, would be an Event of Default under the Bank Indebtedness of which Junior Lienholder has received notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the documents evidencing the Loan ("*Permitted Payments*").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the Bank Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Bank Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or persons in charge are hereby directed to pay to Bank the full amount of the Bank Indebtedness before making any payments to Junior Lienholder due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, and if Bank

gives Junior Lienholder written notice of such improper payment prior to the end of the fiscal year of Junior Lienholder during which Junior Lienholder received such improper payment, such payment or property shall immediately be delivered and transferred to Bank by Junior Lienholder.

5.5 Repayment of Bank Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Note and the Loan Agreement are fully repaid in accordance with its terms and all of the terms of this Agreement have been complied with.

5.6 Standstill. Junior Lienholder agrees that, if an event of default occurs under the Junior Obligation Documents which would entitle Junior Lienholder to commence a foreclosure proceeding under the Junior Obligation Documents, Junior Lienholder shall nevertheless not commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action during the initial 120-day period following the occurrence of such event of default.

6. Bank Agreements.

6.1 Bank agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a “*Foreclosure Remedy*”) unless Junior Lienholder has first been given thirty (30) days written notice of the Event(s) of Default giving Bank the right to complete such Foreclosure Remedy, and unless Junior Lienholder has failed, within such thirty (30) day period, to cure such Event(s) of Default; provided, however, that Bank shall be entitled during such thirty (30) day period to continue to pursue all of its rights and remedies under the Loan Documents, including, but not limited to, acceleration of the Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Bank has accelerated the Senior Loan and Junior Lienholder cures all Events of Default giving rise to such acceleration within the thirty (30) day cure period described above, such cure shall have the effect of de-accelerating the Loan; provided, however, that such de-acceleration shall not waive or limit any of Bank’s rights to accelerate the Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Bank shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lienholder for failure to provide timely notice to Junior Lienholder required hereunder, and that Bank’s liability hereunder shall be expressly limited to actual and consequential damages to Junior Lienholder directly caused by Bank’s completion of a Foreclosure Remedy without Junior Lienholder receiving the notice and opportunity to cure described above. Bank shall give Junior Lienholder notice at the address set forth below or such other address as Junior Lienholder may instruct Bank in writing from time to time:

City of Fresno
Development and Resource Management Department
Housing and Community Development Division
2600 Fresno Street
Room 3070
Fresno, California 93721-3605

6.2 Nothing contained in Section 6.1, above, shall constitute a waiver by Junior Lienholder of its rights under Section 2924b or 2924c of the California Civil Code.

7. Bankruptcy Provisions. To the extent any payment under any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Bank shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Bank elects, in accordance with California law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Bank holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lienholder agrees that Bank may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Bank, in any way whatsoever, to act for or on behalf of Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Bank.

9. Effect of Other Agreements. The relationship between Borrower and Bank under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, Junior Lienholder acknowledges and agrees that Bank neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lienholder to guarantee or assist in Borrower's or Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Obligation Documents.

10. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of California. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lienholder or any affiliate of Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Deed of Trust and the other Senior Loan Documents as provided herein, and Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Bank's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns.

[Signature pages follow]

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

JUNIOR LIENHOLDER:

CITY OF FRESNO

By: 
Bruce Rudd
City Manager

Date: 3/12/15

ATTEST:

Yvonne Spence, CMC
City Clerk

By: 
Deputy

Date: 3/12/15

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By: 
TRACY N. PARVANIAN
Deputy City Attorney 3.12.15

**CALIFORNIA
ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno } S.S.

On March 12, 2015 before me, Erica Castaneda a Notary Public,

personally appeared ****Bruce Rudd****

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



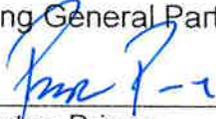
Description of document (optional)

Subordination Agreement (City of Fresno) - Fultonia West/Cedar Heights Scattered Site, LP

BORROWER:

**FULTONIA WEST/CEDAR HEIGHTS
SCATTERED SITE, LP,**
a California limited partnership

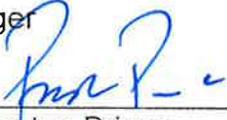
By: Silvercrest, Inc.,
a California nonprofit public benefit
corporation,
its Managing General Partner

By: 

Preston Prince
Director

By: Fultonia West/Cedar Heights Scattered
Site AGP, LLC,
a California limited liability company,
its Administrative General Partner

By: Housing Authority of the City of
Fresno, California,
its Manager

By: 

Preston Prince
CEO/Executive Director

By: TFS Investments, LLC, a
California limited liability,
its member

By: _____
Terrance Frazier
Member

BORROWER:

**FULTONIA WEST/CEDAR HEIGHTS
SCATTERED SITE, LP,
a California limited partnership**

By: Silvercrest, Inc.,
a California nonprofit public benefit
corporation,
its Managing General Partner

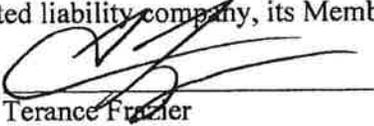
By: _____
Preston Prince
Director

By: Fultonia West/Cedar Heights Scattered
Site AGP, LLC,
a California limited liability company,
its Administrative General Partner

By: Housing Authority of the City of
Fresno, California,
its Manager

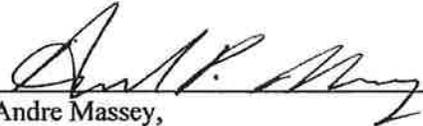
By: _____
Preston Prince
CEO/Executive Director

By: TFS Investments, LLC, a California
limited liability company, its Member

By: 
Terance Frazier
Member

BANK:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Andre Massey,
Vice President

CALIFORNIA

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of **FRESNO**

On **March 9, 2015**, before me, **MONIQUE M NARCISO**, Notary Public, personally appeared, **Preston Prince**, 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 of Notary Public

(Notary Seal)

Description of the Attached Document *(optional)*

Agreement with City of Fresno Regarding Fultonia West/Cedar Heights

Title or description of attached document

Number of Pages 15 Document Date 3/9/15

(Additional Information)

A.R.S. § 41-313(C) DISCLOSURES

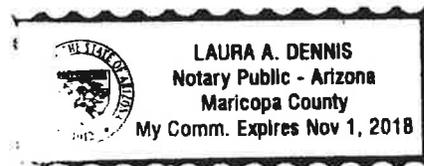
STATE OF ARIZONA)
) ss.
County of Maricopa)

This notary certificate is attached to the Subordination Agreement (City of Fresno), dated March 11, 2015, consisting of three pages, and was executed by the following: Terance Frazier, Member of TFS Investments, LLC, a California limited liability company, the Member of Fultonia West/Cedar Heights Scattered Site AGP, LLC, a California limited liability company, the Administrative General Partner of Fultonia West/Cedar Heights Scattered Site, LP, a California limited partnership, for and on behalf of same.


Notary Public

My Commission Expires:

11/1/2018



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On March 11, 2015 before me,
Deborah E. Lambson, a Notary
Public in and for said State, personally appeared
Andre P. Massey, who

proved to me 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 Deborah E. Lambson

(SEAL)

EXHIBIT A

Legal Description

The land described herein is situated in the State of California, County of Fresno, City of Fresno, and is described as follows:

PARCEL 1:

THE WEST 120 FEET OF LOT 11, OF GORDONDALE, ACCORDING TO THE MAP RECORDED IN BOOK 8 OF PLATS, PAGE 45, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA.

APN: 471-220-55-T

PARCEL 2:

THE NORTH 13-1/2 FEET OF LOT 10 AND ALL OF LOTS 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 1 OF BLOOMINGTON ADDITION TO THE CITY OF FRESNO, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 6 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS.

A NOTICE OF VOLUNTARY PARCEL MERGER, APPROVED BY THE CITY OF FRESNO WAS RECORDED OCTOBER 15, 2013, DOCUMENT NO. 2013-0145183, OFFICIAL RECORDS.

OLD APNS: 452-274-05 AND 452-274-16 (NEW) 452-274-17

PARCEL 3:

AN EASEMENT FOR UTILIZATION OF COMMON AREAS, EMERGENCY EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AS SET FORTH IN THE DOCUMENT ENTITLED " USE AND EASEMENT AGREEMENT " BY AND BETWEEN SOUTHEAST FRESNO RAD, LP AND FULTONIA WEST/CEDAR HEIGHTS SCATTERED SITE, LP, RECORDED MARCH , 2015, AS INSTRUMENT NO. 2015- , FRESNO COUNTY RECORDS.