

Upon recording return to:
Alpine Bank
400 7th Street South
Rifle, CO 81650

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the “Agreement”), is made and entered into as of the ____ day of _____, 2022, by and among RP 2003, LLC, a Colorado limited liability company (“Borrower”), COUNTY OF BOULDER, COLORADO, a body corporate and politic (“County”), and ALPINE BANK, a Colorado State bank (the “Bank”).

RECITALS:

A. Borrower is the owner of those certain condominium units located in Boulder County, Colorado, which are legally described on Exhibit A, attached hereto and incorporated herein by reference (“Property”) subject to the Subordinate Deed of Trust (described below).

B. Borrower received from County funds in the amount of \$100,000.00 pursuant to a Promissory Note (“Subordinate Note No. 1” and the obligations under the Subordinate Note No. 1 and all related documents and instruments are hereafter referred to as the “Subordinate Note No. 1 Documents”).

C. The Subordinate Note No. 1 Documents are secured by a Deed of Trust granted by Borrower for the benefit of County and recorded on March 7, 2008, at Reception No. 2914809 (as the foregoing has or may be modified, amended, supplemented, substituted or replaced, “Subordinate Deed of Trust No. 1”).

D. Borrower also received from County funds in the amount of \$1,000,000.00 pursuant to a Promissory Note (“Subordinate Note No. 2” and the obligations under the Subordinate Note No. 2 and all related documents and instruments are hereafter referred to as the “Subordinate Note No. 2 Documents”).

E. The Subordinate Note No. 2 Documents are secured by an Amended and Restated Deed of Trust granted by Borrower for the benefit of County and recorded on July 17, 2013, at Reception No. 03327650 (as the foregoing has or may be modified, amended, supplemented, substituted or replaced, “Subordinate Deed of Trust No. 2”).

F. The Subordination Note No. 1 Documents, the Subordinate Note No. 2 Documents, together with any other loans from County to Borrower relating to the Property, as each such may be modified, amended, supplemented, substituted, or replaced, are collectively referred to herein as the “Subordinate Debts.” The Subordinate Note No. 1 Documents, the Subordinate Deed of Trust No. 1, the Subordinate Note No. 2 Documents, the Subordinate Deed

of Trust No. 2, together with all other documents or instruments executed and relating thereto and each as modified, amended, supplemented, substituted or replaced from time to time, are hereafter the “Subordinate Loan Documents.”

G. On or about even date herewith, Bank is loaning to Borrower an amount not to exceed \$1,500,000.00 (“Bank Loan”).

H. The Bank Loan is evidenced by, among other documents, a Promissory Note granted by Borrower for the benefit of the Bank (as modified, amended, supplemented, substituted or replaced, “Bank Note”) and is secured by among other things a first lien Deed of Trust encumbering the Property (the “Bank Deed of Trust”), among other collateral (collectively, all collateral documents securing the Bank Note and all other obligations referenced in any such instrument as each such instrument is modified, amended, supplemented, substituted or replaced, are collectively referred to herein as the “Bank Security Instruments.” and the Bank Security Instruments and the Bank Note together with all documents evidencing or relating to the Bank Loan, each as may be modified, amended, supplemented, substituted or replaced are collectively referred to herein as the “Bank Loan Documents”).

I. The Bank has agreed to make the Bank Loan only upon the execution of this Agreement by County and Borrower.

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination to the Bank Deed of Trust. Borrower and County, each as applicable, hereby subordinates the Subordinate Loan Documents, along with any and all other of each of the their right, title and interest in and to the Property and any rents and proceeds thereof to the Bank Loan Documents and any amendments, modifications or extensions thereto.

2. Subordination of Right, Title, and Interest of County in the Property. All right, title and interest of County in and to the Property, and rents and proceeds thereof, pursuant to the Subordinate Loan Documents shall in all respects be junior, subordinate and subject to the prior right, title and interest of the Bank in and to the Property, and rents and proceeds thereof, pursuant to the Bank Loan Documents.

3. Limitations on Payment. County shall not receive, or take action to collect or enforce, payment from Borrower, and Borrower will not make payment to County, of any amounts outstanding under the Subordinate Debts. Upon the occurrence of an event of default as defined in the Bank Loan Documents, Bank shall give notice to County, and County shall not, without the prior written consent of the Bank, receive or take any action to collect or enforce, payment of the Subordinate Debts or any part thereof from any trustee in bankruptcy, receiver, or other liquidator of any part of Borrower’s property, or from any other person. Until payment in full of the Bank Loan any payment received by County in violation of this Agreement shall promptly be delivered to the Bank for application to the Bank Loan. County and Bank agree to notify each other, within a reasonable time period, of their knowledge of an event of default under their respective instruments.

4. Release of Subordinate Covenant and Subordinate Loan Documents. Upon an event of default as defined in the Bank Loan Documents and Bank's election to foreclose the Bank Deed of Trust or take a deed in lieu thereof, County shall promptly execute and deliver to Bank or any third party successful bidder at foreclosure sale such instruments as may reasonably be necessary to terminate or release any liens, covenants or grant agreements, arising from or relating to the Subordinate Loan Documents with respect to the Property foreclosed or transferred by deed-in-lieu thereof. County agrees that if it fails to execute any releases required under this Section within ten (10) days of satisfaction of the above requirements, such releases will be automatic with no further action necessary on the part of Bank or County.

5. Notice of Default.

(a) Upon the occurrence of an event of default as defined in the Bank Loan Documents, and prior to the commencement of foreclosure by Bank under the any of the Bank Loan Documents, Bank agrees it shall provide notice of such default to County and provide to County the same number of days to cure such default that are provided to Borrower in the Bank Loan Documents to cure such defaults; on the condition that (i) Bank shall only be required to provide notice of default to County if Bank is required to provide notice of such default to Borrower in the Bank Loan Documents; (ii) County shall be entitled to a cure period for default only to the extent that Borrower is entitled to a cure period for such default in the Bank Loan Documents; and (iii) County's cure period shall be co-terminus with (and not in addition to) the cure period provided to Borrower.

(b) Upon the occurrence of a default under the Subordinate Debts, County agrees to provide to Bank a copy of any notice of default provided to Borrower.

6. Bank Priority. In the event of the bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of Borrower, or in the event Borrower shall become the subject of any proceeding of any character under any federal or state bankruptcy or insolvency act or law, all moneys and other property allocated or allocable to the Subordinate Debts shall be paid and delivered directly to the Bank for application by the Bank to the Bank Loan, in such order as the Bank shall elect, until full payment of the Bank Loan with the excess, if any, to be paid to County.

7. Loan Priority. The parties acknowledge and agree that, notwithstanding any other provisions of this Agreement or any loan document to the contrary, the Bank Loan Documents shall be first and prior to any of the Subordinate Loan Documents.

8. Condemnation Awards and Insurance Proceeds. Until repayment in full of the Bank Loans, County agrees that any and all rights of County, including without limitation any and all rights to condemnation awards or insurance proceeds, shall be, and are hereby expressly made, subject and subordinate to the lien of the Bank Deed of Trust and to the rights, interests and remedies of the Bank and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Bank Deed of Trust. If following any such application or disposition of the insurance proceeds or condemnation awards and other compensation in accordance with the terms of the Bank Loan Documents any balance remains, then such excess shall be made payable to County.

9. Pay Over of Monies. In the event that County receives any payment or property on or under the Subordinate Debts whether condemnation, insurance proceeds or in violation of the terms of this Agreement, such payments shall be held in trust by County, and it will forthwith pay over or deliver the same to the Bank to be held by Bank as cash collateral securing the Bank Loan or applied to the Bank Loan.

10. Undertakings Unaffected. County's undertakings herein shall not be affected or impaired by (a) any neglect or omission on the part of the Bank to preserve any collateral at any time securing payment of the Bank Loan, or (b) any act on the part of the Bank in releasing, canceling, or surrendering all or part of such collateral, or in extending the time for payment with respect to all or any part of the Bank Loan or such collateral, or in enforcing or realizing upon such collateral. No notice whatsoever need be given to County at any time of any payments made under the Bank Note or with respect to any collateral securing the Bank Loan. Notwithstanding anything to the contrary contained herein, Bank agrees that it will not increase the amount of the Bank Loan without the prior written consent of County.

11. Limitation on Transfer. County will not assign, pledge or otherwise transfer, or permit or suffer to be assigned, pledged or otherwise transferred, or execute any power of attorney with respect to, the Subordinate Debts, or any part thereof, except upon prior written notice to the Bank and unless such assignee, pledgee, or transferee agrees in writing to be bound by the terms and conditions of this Agreement.

12. Acceleration. In the event of any breach of this Agreement, the Bank shall have the right, at its option, and in addition to any other rights the Bank may have, to declare the Bank Loan immediately due and payable without notice or demand.

13. Continuing Nature of Subordination. This Agreement shall be irrevocable and shall continue effective until the Bank Loan has been paid in full and all financing arrangements between Borrower and the Bank relating to the Bank Loan have been terminated. The agreement of County to subordinate to the Bank Loans shall be limited to the principal amount of the Bank Loans, together with interest, default interest, fees and charges that may be incurred in connection with the Bank Loans, and also to any amounts which may be advanced by Bank in connection with the Property, all as described in the Bank Deed of Trust including, but not limited to, real estate tax and insurance payments and any and all modifications of the Bank Loan.

14. Successors and Assigns. This Agreement is binding not only upon County and Borrower, but also upon the successors and assigns of each of them and is enforceable not only by the Bank but also by its successors and any assignee of or participant in the Bank Loan but shall not inure to the benefit of or be enforceable by any other party.

15. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Colorado.

16. Section Titles; Gender. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the

agreement between the parties hereto. The singular form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa.

17. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon receipt when personally delivered or sent by facsimile transmission or overnight courier, or when duly deposited in the United States mails, certified or registered with proper postage prepaid, addressed to the party to be notified as follows:

If to Borrower: RP 2003 LLC
4869 North Broadway
Boulder, CO 80304
Attn: _____
Fax: _____

If to Bank: Alpine Bank
400 7th Street South
Rifle, CO 81650
Attn: _____
Fax: _____

If to County: County of Boulder
Attention: Worthy Cause Specialist
P.O. Box 471
Boulder, CO 80306

With a copy to: Boulder, County Attorney's Office
Attn: Worthy Cause Attorney
P.O. Box 471
Boulder, CO 80306

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

[The remainder of this page has intentionally been left blank.]

COUNTY:

COUNTY OF BOULDER, COLORADO,
a public body corporate and politic

By:
Its:

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____ as _____ of County of Boulder, Colorado, a public
body corporate and politic.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____

[S E A L]

Notary Public

BANK:

ALPINE BANK, a Colorado State bank

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ as _____ of Alpine Bank, a Colorado State bank.

WITNESS my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

CONDOMINIUM UNIT 104, BUILDING C,
CONDOMINIUM UNIT 104, BUILDING D,
CONDOMINIUM UNIT 207, BUILDING G,
CONDOMINIUM UNIT 203, BUILDING I, AND
CONDOMINIUM UNITS 106, 201, 202, 302, 303 AND 304, BUILDING M,
REMINGTON POST CONDOMINIUM, AS SHOWN ON THE CONDOMINIUM MAP FOR
REMINGTON POST CONDOMINIUM, RECORDED JANUARY 12, 1978 IN PLAN FILE P-
6, F-3 AS NOS. 10, 11, 12 ON FILM 992, UNDER RECEPTION NO. **260385**, AND AS
DEFINED BY THE DECLARATION OF CONDOMINIUM FOR REMINGTON POST
CONDOMINIUM, RECORDED JANUARY 12, 1978, UNDER RECEPTION NO. **260384**,
TOGETHER WITH THE RIGHT TO USE CARPORT 93C, AND PARKING SPACES 117PK
AND 143PK, EXCEPTING THEREFROM, THAT 1/100 INTEREST IN AN TO CERTAIN
UNITS, CONVEYED TO THE CITY OF BOULDER, IN WARRANTY DEED RECORDED
FEBRUARY 12, 2003 UNDER RECEPTION NO. **2395652**,
COUNTY OF BOULDER, STATE OF COLORADO.

AND

CONDOMINIUM UNIT 207, BUILDING L,
REMINGTON POST CONDOMINIUM, AS SHOWN ON THE CONDOMINIUM MAP FOR
REMINGTON POST CONDOMINIUM, RECORDED JANUARY 12, 1978 IN PLAT FILE P-
6, F-3 AS NOS. 10, 11, 12 ON FILM 992, UNDER RECEPTION NO. **260385**, AND AS
DEFINED BY THE DECLARATION OF CONDOMINIUM FOR REMINGTON POST
CONDOMINIUM, RECORDED JANUARY 12, 1978, UNDER RECEPTION NO. **260384**,
TOGETHER WITH THE EXCLUSIVE RIGHT TO USE UNDERGROUND PARKING
SPACE #6, BUILDING L, COUNTY OF BOULDER, STATE OF COLORADO.