

2017-011170

Klamath County, Oregon

10/02/2017 03:46:00 PM

Fee: \$102.00

WHEN RECORDED MAIL TO:
KLAMATH HOUSING AUTHORITY
1445 Avalon
Klamath Falls, OR 97601

Ameri Title 172980AM

DEED OF TRUST

TRUSTOR: Sky Meadows, LLC, an Oregon limited liability company
ADDRESS: c/o LDA-Sky Meadows Development, LLC
1007 NW Rimrock Dr.
Redmond, OR 97756
BENEFICIARY: Klamath Housing Authority, a public corporation created pursuant
to ORS 456.005 et. seq.
ADDRESS: 1445 Avalon, Klamath Falls, OR 97601
TRUSTEE: First American Title
ADDRESS: 200 SW Market St., Ste. 250
Portland, OR 97201
PROPERTY: Situated in Klamath County, State of Oregon and known and legally
described as follows:

SEE ATTACHED EXHIBIT A

This DEED OF TRUST made and executed on the date last written among the Trustor, Trustee and Beneficiary above named.

WITNESSETH: That the Trustor irrevocably grants and conveys to Trustee, with Power of Sale, all of Trustor's right, title and interest in and to the above described Real Property, together with Trustor's right, title and interest in and to the leases, rents, issues or income thereof (all of which are hereinafter called property income); subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such property income; and subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record, for the purpose of securing the performance of each of the separate written agreements herein contained by the Trustor and the payment of the sum of SEVENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$76,573.00) according to the terms of that certain Promissory Note dated September 29, 2017, executed by Trustor in favor of Beneficiary, or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any action upon said property in violation of laws; and do all other acts which from the character or use of said property may be reasonably necessary, without regards to specific enumeration herein.

2. To provide, maintain and deliver to Beneficiary, fire insurance coverage satisfactory to, and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine; or at the option of Beneficiary, the entire amount so collected or

any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or Notice of Trustee's Sale hereunder or, invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses of the Beneficiary and Trustee, including the cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay: before becoming delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior to, or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of the Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, cost and expenses in the event of reinstatement following default in this Deed of Trust or the obligation secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the Note(s) secured by this Deed of Trust, or at the highest legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at the option of the Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That in the event any portion of the Property is taken in an eminent domain proceeding or suffers a casualty loss, subject to the right of senior lien holders, Trustor shall have the right to apply the entire amount of the award to rebuild the Property, as applicable, provided that (a) such proceeds are sufficient to keep the Note in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of the Note or if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approved disbursement of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Note or this Deed of Trust. If the casualty or condemnation affects only part of the Property and total rebuilding in infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Note in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the Note. If Trustor elects not to rebuild, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to required prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value of any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making, recording of either, or any map or plat of the property or any part thereof; (c) join in granting any easement hereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice, either by person, by agent or by a receiver to be appointed by a Court and without regard to the adequacy or otherwise of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof; in his own name, sue or otherwise collect such property income, including that past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or Notice of Trustee's Sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured immediately due and payable to deliver to Trustee or written notice thereof, setting forth the nature thereof, and of the election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give Notice of Trustee's Sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said Notice of Trustee's Sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuation by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee or the Beneficiary may purchase the property at such sale.

After deducting all cost, fees and expenses of the Trustee and of this Trust, including cost of evidence of Title in connection with the sale and reasonable attorney's fees, Trustee shall apply the proceeds of the sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest and the remainder, if any, to the person or persons legally entitled thereto, or as provided by law.

12. That upon the occurrence of any default hereunder:

(a) Beneficiary shall give written notice of default to Trustor and to Alden Capital Partners Tax Credit Fund 24, LP, c/o Alden Capital Partners, LLC, 15910 Ventura Blvd., Ste. 1100, Encino, CA 91436, Attn: Jeffrey N. Weiss ("ACP"), with a copy to: Nixon Peabody LLP, 799 9th Street, N.W., Suite 500, Washington, DC 20001, Attn: Gary A. Band, Esq.;

(b) Beneficiary shall give ACP 30 days to cure such default;

(c) If the said default has not been eliminated within the above cure period, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of Mortgages on Real Property, including all amounts for cost and expenses incident to such proceedings and reasonable attorney's fees; provided, however, that so long as Beneficiary is an affiliate of any member of Trustor, Beneficiary shall not foreclose on this Deed of Trust without first obtaining the written consent of the ACP, its successors or assigns, which consent shall not be unreasonably withheld.

13. The Beneficiary may appoint Successor Trustees in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all of the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

14. That this Deed of Trust applies to and inures to the benefit of, and binds all parties thereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the Note(s) secured hereby, whether or not named as Beneficiary in this Deed of Trust; whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural.

15. That Trustor shall not assign, sell, convey or otherwise transfer his (her)(their)(its) interest under the Deed of Trust to a third party(ies) without the written consent of the Beneficiary, who may require either: (1) the immediate full payment of the balance due on the Note(s) secured by this Deed of Trust; (2) a renegotiation of the interest payable on the principal amount due under said Note(s); (3) proof of the third party's financial ability to maintain the debt; and (4) any combination of the foregoing.

16. That in accordance with Paragraph 15 above, Trustor shall notify the Beneficiary in writing prior to the close of an assignment, sale or transfer of interest, and Beneficiary shall within ten (10) business days thereof, notify Trustor in writing as to whether and which election will be required under said Paragraph 15. The failure of Beneficiary to so notify Trustor hereby, shall constitute a waiver of the elections contained in said Paragraph 15.

17. This Deed of Trust shall be construed according to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have signed this Deed of Trust as of the 29th day of September, 2017.

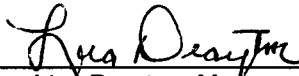
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Trustor

Sky Meadows, LLC

By: LDA-Sky Meadows Development, LLC
Its: Manager

By: Luckenbill-Drayton & Associates, LLC
Its: Manager

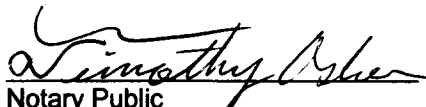

By: Lisa Drayton, Manager

STATE OF OREGON)
) ss.
County of Deschutes)

ACKNOWLEDGMENT

On this 29th day of September, 2017, before me, the undersigned Notary Public, personally appeared, Lisa Drayton, as the manager of Luckenbill-Drayton & Associates, LLC, manager of LDA-Sky Meadows Development, LLC, manager of Sky Meadows, LLC, to me known to be the individual described in and who executed the foregoing Deed of Trust and acknowledged that she executed the same for the purposes therein contained.

My commission expires: 11-23-2019


Notary Public

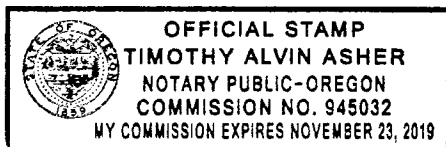


Exhibit A to Deed of Trust

Legal Description

PARCEL 1

THE NORTH HALF OF LOTS 7 AND 8, BLOCK 59, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PARCEL 2

A PORTION OF LOTS 7 & 8 IN BLOCK 54, OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 8, BLOCK 54, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, AND RUNNING THENCE SOUTHWESTERLY ALONG LINCOLN STREET, A DISTANCE OF 87 FEET; THENCE SOUTHEASTERLY PARALLEL WITH 8TH STREET A DISTANCE OF 60 FEET; THENCE NORTHEASTERLY PARALLEL WITH LINCOLN STREET, A DISTANCE OF 87 FEET; THENCE NORTHWESTERLY ALONG 8TH STREET A DISTANCE OF 60 FEET TO THE PLACE OF BEGINNING, BEING THE NORTHWESTERLY 60 FEET OF THE NORTHEASTERLY 22 FEET OF LOT 7, AND THE NORTHWESTERLY 60 FEET OF LOT 8 IN BLOCK 54, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON.

PARCEL 3

PARCEL 1 OF LAND PARTITION 2-17 REPLAT OF PARCEL 2 OF LAND PARTITION 8-00, SITUATED IN SE1/4 NE1/4 SECTION 14, TOWNSHIP 39 SOUTH, RANGE 09 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND RECORDED MAY 8, 2017 AS INSTRUMENT NO. 2017-004773, KLAMATH COUNTY RECORDS.

RIDER TO LOAN AGREEMENT AND DEED OF TRUST

This Rider is attached to and made apart of the Loan Agreement and Deed of Trust evidencing and securing the following loan:

Amount: \$76,573
Borrower: Sky Meadows, LLC
Lender: Klamath Housing Authority
Dated: September 29, 2017

The Borrower and Lender agree that the following terms shall be binding upon them and that these provisions shall supersede any contrary provision contained in the Loan Documents or other documents evidencing the Loan described above. To the extent that the Borrower is a limited liability company, all references to General Partner shall be deemed to refer to a limited liability company. The term "Tax Credit Investor" shall mean the Investor Limited Partner and Special Limited Partner in Borrower or, if Borrower is a limited liability company, the Investor Member and Special Member of Borrower.

1. APPLICATION OF INSURANCE CONDEMNATION PROCEEDS. Borrower shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. Provided that there is (i) no uncured monetary default, or (ii) no uncured non-monetary default which is not caused by the casualty or condemnation event giving rise to such proceeds, Lender shall permit insurance or condemnation proceeds held by Lender to be used for repair or restoration but may condition such application upon satisfaction of all of the following conditions: (i) the deposit with Lender of such additional funds in an amount which, when added to the net insurance or condemnation proceeds, Lender determines are needed to pay all costs of the repair or restoration (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds; (iii) the delivery to Lender of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Lender, a cost breakdown for the work, a payment and performance bond for the work, and a schedule for the commencement and completion of the work and the obtaining of all necessary permits and approvals for the work ("Repair Schedule"), all of which shall be acceptable to Lender; and (iv) the delivery to Lender of evidence acceptable to Lender (aa) that after completion of the work the income from the Real Property will be sufficient to pay all expenses and debt service for the Real Property; (bb) of the continuation of the Leases acceptable to and required by Lender; (cc) that upon completion of the work, the size, capacity and total value of the Real Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Borrower since the date of this Deed of Trust; (ee) that upon the completion of the work, all sources of repayment of the Loan will be available to Lender, that any delays in completion of the Improvements resulting from any damage, destruction or condemnation have been approved by the city or county officials with jurisdiction over the matter and the limited partner of Borrower; (ff) to the extent required by the Partnership Documents and loan documents affecting Borrower, the plans, specifications and budget for such work have been approved by the city or county officials with jurisdiction over the matter, the limited partner of Borrower and other lenders as may be required; and (gg) of the satisfaction of any additional conditions that Lender may reasonably establish to protect its security. Borrower hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied (1) within thirty (30) days of receipt by Lender of such insurance or condemnation proceeds, or (2) if the Repair Schedule has been approved by Lender, within the times set forth for the performance of certain matters as provided in the Repair

Schedule, then Lender may apply such insurance or condemnation proceeds to pay down principal of the Indebtedness in such order and amounts as Lender in its sole discretion may choose. If the proceeds are to be applied to restoration and repair, Borrower shall repair or replace the damages or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration if Borrower is not in default under this Deed of Trust. Any proceeds which have not been disbursed within one hundred eighty (180) days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be applied to the principal balance of the Indebtedness, in such order and amounts as Lender in its sole discretion may choose. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Borrower as Borrower's interests may appear.

2. TAX CREDIT INVESTOR'S NOTICE AND CURE RIGHTS.

- a. As long as Tax Credit Investor remains a limited partner or investor member of Borrower, if a default occurs under the Loan Documents, Lender is aware of such default and Lender intends to exercise any of its remedies on account of such default, then Lender at the same time as it delivers notice to Borrower shall deliver written notice of such default to Tax Credit Investor at the following address (or such other address as may be provided in writing):

Tax Credit Investor:

Alden Capital Partners Tax Credit Fund 24, LP
c/o Alden Capital Partners, LLC
15910 Ventura Blvd., Ste. 1100
Encino, CA 91436
Attn: Jeffrey N. Weiss

With a copy to:

Nixon Peabody, LLP
799 9th Street, N.W., Suite 500
Washington, DC 20001
Attn: Gary A. Band, Esq.

Lender shall accept cure of the default(s) by Tax Credit Investor on the same basis as if such cure was tendered by Borrower itself, and Tax Credit Investor shall be granted the same cure periods provided to Borrower.

- b. With respect to any default under the Loan Documents that cannot be cured solely by payment of money, if, within ten (10) days after such notice, (i) Tax Credit Investor delivers to Lender a written notice describing in detail the reason that such default cannot be cured within the period permitted above and Tax Credit Investor's proposed plan to cure the default, including time schedules; and (ii) all other defaults and in particular, without limitation, all defaults curable by payment of money have been cured and the terms of the Loan Documents are otherwise being duly performed; then Lender shall negotiate in good faith with Tax Credit Investor the proposal made by Tax Credit Investor to cure or otherwise correct the default within reasonable time as determined by Lender in its reasonable discretion. Tax Credit Investor shall obtain the written consent of all interested parties as Lender may request, as a condition to such acceptance. Tax Credit Investor shall provide written progress reports regarding the progress of the cure or correction to Lender at such times as Lender shall request. If such cure or correction is not progressing on a timely basis as agreed, or if one or more conditions in subsections (i) and (ii) hereof are subsequently breached,

then Lender may rescind its approval of the proposal. In no event shall Lender be precluded from exercising remedies if the security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not or will not be cured within ninety (90) days after such notice provided in subsection (a).

- c. Except as expressly provided in subsections (a) and (b) above, in no event shall the rights of Tax Credit Investor under this Section limit or impair in any way Lender's rights to exercise any or all of its remedies under the Loan Documents and/or at law or equity; and provided, further, nothing herein shall preclude Lender from issuing a notice of default at any time there is a default.

3. DUE ON SALE OR ENCUMBRANCE.

- a. Notwithstanding anything to the contrary contained in the Loan Documents, the execution, delivery and recordation of that certain a purchase option and/or right of first refusal (the "Purchase Option"), by and between Borrower and the general partner of Borrower (or an affiliate of the general partner), shall not constitute a breach or default under the Loan Documents. It is understood that the Purchase Option will be subject, subordinate, and inferior to the liens and security interests of the Loan Documents, and that the exercise of any rights thereunder will be subject to the terms of the Loan Documents.
- b. Notwithstanding anything to the contrary contained in the Loan Documents, Tax Credit Investor will have the right to replace the general partner of Borrower under the terms and conditions in the Partnership Agreement. Such replacement of the general partner of Borrower shall not constitute a breach or default under the Loan Documents. The Lender shall not charge any approval, review or similar fee respecting such transfer.
- c. Notwithstanding anything to the contrary in the Loan Documents, Tax Credit Investor may assign all or a portion of its interests in Borrower under the Partnership Agreement to another investor so long as the general partner of the Tax Credit Investor is also the general partner of the substitute or additional investor, or the substitute or additional investor is an affiliate of the Tax Credit Investor or Alden Capital Partners, LLC. Such assignment shall be effective upon the written assumption of the obligations of Tax Credit Investor by the substitute tax credit investor. The Lender shall not charge any approval, review or similar fee respecting such transfer.

4. REDUCTION OF TAX CREDITS. Any reduction, at any time during the term of the Loan, of the Tax Credits available to the Property and the Improvements to the extent such reduction results in an adjustment to the Capital Contribution by Tax Credit Investor shall not constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan.

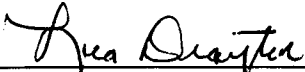
5. SUBORDINATION TO LIHTC REGULATORY AGREEMENTS. The Deed of Trust, to the extent provided below, shall be and is subordinate to such of the following (collectively, the "Section 42 Agreements") as may from time to time be recorded in favor of the State of Oregon acting by and through its Housing and Community Services Department ("Agency") (or any successor agency): (a) Tax Credit Reservation and Extended Use Agreement between the Agency and Grantor; (b) Agency Declaration of Land Use Restrictive Covenants from Grantor; (c) such additional or successor agreements or covenants to those identified in clauses (a) and (b) as the State of Oregon acting by and through Agency from time to time may require with respect to the property which is the subject of the Deed of Trust; and (d) any amendments to the Section 42 Agreements described in clauses (a)-(c) of this section. This subordination shall cease to be effective as of the earlier of: (i) the date the property is acquired by foreclosure, instrument in lieu of foreclosure or similar mechanism, or (ii) upon the termination of the "extended use

period," as defined in Section 42(h)(6)(D) of the Internal Revenue Code, as amended, or any successor provision (the "Code"), for such other reason provided in Section 42(h)(6)(E) of the Code. Provided, however, a limitation of the eviction of existing low-income tenants, for the term and to the extent provided in Section 42(h)(6)(E)(ii) of the Code, shall survive such foreclosure or other termination of the extended use period applicable to the property. This subordination shall be interpreted to constitute a subordination of this Deed of Trust to the Section 42 Agreements, but only to the extent necessary to meet the requirements established under Section 42(h)(6)(B)(v) of the Code.

6. **LIMITED TRANSFER** Lender shall not sell, assign, transfer, or otherwise convey any portion of Lender's interest in the Loan Documents absent the consent of Tax Credit Investor.
7. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, as long as Lender or its affiliate and their respective successors and assigns is a member of Borrower, Lender shall not commence foreclosure proceedings with respect to the Project under this security instrument, the Note or the Loan Documents, exercise any other rights or remedies it may have under this security instrument, the Note or the Loan Documents, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to Borrower. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, so long as the Alden Capital Partners Tax Credit Fund 24, LP, an affiliate thereof, or a permitted successor or assign is a member of the Borrower, Lender shall not commence foreclosure proceedings with respect to the Project under this security instrument, the Note or the Loan Documents or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, but shall retain all other remedies available by application to a court of competent jurisdiction to enforce Borrower's covenants and obligations under this security instrument, the Note or the Loan Documents that a court could enforce compliance with.

BORROWER

Sky Meadows, LLC
By: LDA-Sky Meadows Development, LLC
Its: Manager
By: Luckenbill-Drayton & Associates, LLC
Its: Manager


By: Lisa Drayton, Manager

LENDER

Klamath Housing Authority

By: Diana Otero, Executive Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

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BORROWER

Sky Meadows, LLC
By: LDA-Sky Meadows Development, LLC
Its: Manager
By: Luckenbill-Drayton & Associates, LLC
Its: Manager

LENDER

Klamath Housing Authority

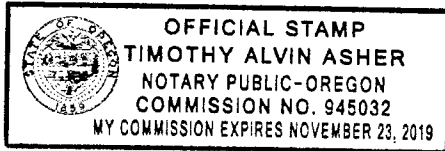
By: Lisa Drayton, Manager


By: Diana Otero, Executive Director

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF OREGON)
) ss.
County of Deschutes

On the 29th day of September, 2017, before me came Lisa Drayton, known to me to be the individual named above, and being the manager of Luckenbill-Drayton & Associates, LLC, manager of LDA-Sky Meadows Development, LLC, manager of Sky Meadows, LLC, executed the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.



Timothy Asher
Notary
My commission expires: 11-23-2019

STATE OF OREGON)
) ss.
County of _____)

On the 29th day of September, 2017, before me came Diana Otero, known to me to be the individual named above, and being the Executive Director of Klamath Housing Authority, executed the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.

Notary
My commission expires: _____

STATE OF OREGON)
) ss.
County of _____)

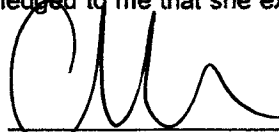
On the 29th day of September, 2017, before me came Lisa Drayton, known to me to be the individual named above, and being the manager of Luckenbill-Drayton & Associates, LLC, manager of LDA-Sky Meadows Development, LLC, manager of Sky Meadows, LLC, executed the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.

Notary
My commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)



On the 29th day of September, 2017, before me came Diana Otero, known to me to be the individual named above, and being the Executive Director of Klamath Housing Authority, executed the foregoing instrument, and acknowledged to me that she executed the same as her own free act and deed.



Notary
My commission expires: April 14, 2018