

When Recorded, Return to:  
Oregon Housing & Community Services Department  
725 Summer Street NE, Suite B  
Salem, Oregon 97301-1266  
Attn: Affordable Rental Housing Division

SPACE ABOVE FOR RECORDER'S USE

**HOUSING AND COMMUNITY SERVICES DEPARTMENT  
STATE OF OREGON**

**TRIPARTITE AGREEMENT, SUBORDINATION, AND DECLARATION OF  
RESTRICTIVE COVENANTS**

THIS TRIPARTITE AGREEMENT, SUBORDINATION, AND DECLARATION OF RESTRICTIVE COVENANTS (this "**Agreement**") is made and entered into this 1<sup>st</sup> day of May, 2024, among **Klamath Housing Authority**, a public body corporate and politic of the State of Oregon ("**Lessor**"), **Mountainview Townhomes Limited Partnership**, an Oregon limited partnership ("**Lessee**" or "**Owner**") and the State of Oregon, acting by and through its Housing and Community Services Department ("**OHCS**").

**RECITALS**

- A.** This Agreement is being executed to evidence and confirm the terms for OHCS' willingness to provide financial assistance for the new construction and related costs of a twelve (12) building, seventy-two (72) unit low-income, multifamily housing, development by Lessee on land held in fee title by the Lessor, pursuant to the terms set forth in documentation delivered to OHCS.
- B.** Lessor is the owner of certain real property described in Exhibit A, attached hereto (the "**Property**").
- C.** Lessee is the owner of a leasehold interest in the Property as described in Exhibit B attached hereto (the "**Leased Property**") pursuant to the Lease (as hereinafter defined).
- D.** Lessee, as Owner, is the owner of all improvements as well as other real and personal property on the Leased Property (collectively, the "**Improvements**"). The Property, the Leased Property, and the Improvements are collectively referred to herein as the "**Project**".
- E.** OHCS has or will provide financial assistance to Lessee for the development of the Project pursuant to this Agreement and, among other things, the following documents (collectively with this Agreement, the "**Financing Documents**"): (i) that certain 4% Tax Credit Allocation Indemnity and Hold Harmless Agreement, executed by Owner and OHCS dated as of the 1st day of May, 2024 ; (ii) that certain 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement (the "**REUA**"), executed by Owner and OHCS dated as of the 1st day of May 2024; (iii) that certain 4% Low-Income Housing

Declaration of Land Use Restrictive Covenants between Owner and OHCS, to follow (the "LIHTC Declaration"), and governing the Project in a manner consistent with the REUA; (iv) that certain Repayment and Completion Guaranty Agreement, executed by Stewardship Development and OHCS dated as of the 1st day of May, 2024; (v) that certain Local Innovation and Fast Track Housing Program ("LIFT") Loan Agreement, executed by Owner and OHCS dated as of the 1st day of May, 2024; (vi) that certain LIFT Promissory Note executed by Owner and OHCS dated as of the 1st day of May, 2024; (vii) that certain LIFT Line of Credit Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents executed by Owner, Lawyer's Title of Oregon, LLC, and OHCS; (viii) that certain Pass -Through Revenue Bond Program, Low Income Housing Tax Credit Program & Local Innovation and Fast Track Housing Program Operating Agreement and Declaration of Restrictive Covenants executed by Owner and OHCS dated as of the 1st day of May 2024 (the "Operating Agreement"); (ix) that certain Oregon Affordable Housing Tax Credit Program Declaration of Land Use Restrictive Covenants executed by Owner and OHCS dated as of the 1st day of May, 2024; and (x) related documents executed by one or more of the parties (including without limitation and as appropriate, OHCS, the Owner, and Lessor) related to the financing, development, acquisition, construction, equipping, furnishing, or operation of the Project.

F. The Financing Documents include contractual covenants in favor of OHCS with respect to use of the financial assistance described therein and the use and operation of the Project. The recorded Financing Documents further create and constitute restrictive covenants (pursuant, among other things, to ORS 456.625) and equitable servitudes by Lessee in favor of OHCS encumbering the Project, running with the land of the Leased Property and governing, among other things, the operation and use of the Project.

G. OHCS has also made a tax-exempt loan (the "**Project Loan**") to Lessee using the proceeds of a funding loan (the "**Funding Loan**") made by U.S. Bank National Association, a national banking association ("**Funding Lender**"), to OHCS in the maximum principal amount of \$15,000,000. The Project Loan is evidenced by that certain Promissory Note dated as of even date herewith (the "**Project Note**"), executed by Lessee to the order of OHCS in the face principal amount of \$15,000,000. The Project Note is secured by that certain Line of Credit Instrument, Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 1, 2024 (the "**Deed of Trust**"), executed by Lessee for the benefit of OHCS and recorded in the Official Records of Klamath County, Oregon (the "**Official Records**") substantially concurrently herewith. As security for the Funding Loan, OHCS has assigned all of its right, title and interest in, to and under the Project Note, the Deed of Trust and other loan documents evidencing, securing or otherwise related to the Project Loan (collectively, the "**Project Loan Documents**") to Funding Lender. Funding Lender and OHCS have entered into that certain Local Innovation and Fast Track Housing Program Inter-Creditor Agreement dated as of even date herewith (the "**Intercreditor Agreement**") and recorded in the Official Records substantially concurrently herewith.

H. Lessee has leased the Property and will operate the Project pursuant to a ninety-nine (99) -year Ground Lease Agreement executed between Lessee and Lessor, on or about May 3, 2024 (the "**Lease**"), a memorandum of which has been recorded on May 9, 2024 in the official records of Klamath County (the "**County**"), Oregon, as document number 2024-003598 (the "**Memorandum of Ground Lease**").

I. This Agreement will be recorded at Lessee's expense in the official records of the County, in order to, among other things, create and constitute certain restrictive covenants (pursuant, among other things, to ORS 456.625) and equitable servitudes by Lessor and Lessee in favor of OHCS encumbering the Project, running with the land of the Project, and governing, among other things, the operation and use of the Project.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

**1. Definitions; Incorporation.**

a. **Definitions.** Capitalized terms used herein without definition have the meaning ascribed to such term in the Financing Documents, unless the context clearly requires otherwise.

b. **Incorporation.** The foregoing recitals and exhibit(s) are incorporated into this Agreement by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Agreement.

**2. Amendment of Lease.** The Lease will be, and is hereby, amended to incorporate by reference this Agreement. Except as provided herein, this Agreement, including but not limited to the Financing Documents and any rights, obligations, restrictive covenants, equitable servitudes, or other encumbrances created by or arising under this Agreement or such Financing Documents, shall, except as otherwise provided for in the Operating Agreement, survive any foreclosure of the leasehold interest described in the Lease or other termination of the Lease itself.

**3. Approval of Lease; Amendments.** The Lease, as amended and subordinated in Section 2 hereof, is approved by OHCS. Any further amendments of the Lease require the written approval of OHCS, which approval will not unreasonably be withheld or delayed.

**4. Non-Termination of Lease; Approval of Project Management.** Neither Lessor nor Lessee may terminate the Lease or exercise any remedy thereunder without the prior written approval of OHCS. Except as provided in Section 14 below, any change in Lessee or change with respect to the management of the Project also shall require the prior written approval of OHCS. OHCS may condition its approval upon such terms or other requirements as it may determine in its sole discretion. Notwithstanding the foregoing or anything else to the contrary herein, from and after a Foreclosure Action, OHCS's consent shall not be required in connection with Lessee's termination of the Lease or exercise of any remedies thereunder. As used herein, "Foreclosure Action" shall mean an event of a sale, transfer or other disposition of the Project pursuant to a foreclosure or a deed in lieu of foreclosure pursuant to the Deed of Trust following a default under the Project Loan Documents.

**5. Timely Performance; Lease Default.** Lessor and Lessee shall perform their obligations under the Lease in a timely and appropriate manner. Any default or material failure to perform under the Lease shall constitute a breach of this Agreement (including incorporated Financing Documents) for which

OHCS, at its discretion, may exercise any or all remedies provided herein, in the other Financing documents, or otherwise available at law.

**6. Assumption of Financing Documents Obligations.** In the event that Lessor terminates the Lease or exercises its rights under the Lease so that Lessee or its successors are prevented from performing their obligations under the Financing Documents, Lessor will automatically (and without further action by the parties) assume, and be deemed to have assumed, all of Lessee's covenants, commitments and obligations to OHCS undertaken in the Financing Documents other than the obligation in such Financing Documents to repay assistance provided thereunder in the event of default. Additionally, in the event that Lessor shall have exercised its rights under the Lease to appoint a receiver for the Project, to manage the Project otherwise through an agent, or to appropriately change the Lessee, OHCS will look to such receiver, agent or changed Lessee for performance of Financing Documents obligations, which such receiver, agent or changed Lessee will be obligated (and will be deemed obligated) to perform. Notwithstanding the foregoing or anything else to the contrary herein, neither Lessor nor Lessee shall have any obligation to perform under the Financing Documents that are terminated as part of a Foreclosure Action.

**7. Creation of Restrictive Covenants and Equitable Servitudes with Respect to the Project.**

- a. Inducement.** Lessor and Lessee represent and warrant that OHCS' consent to the Lease and agreement to provide the assistance described in the Financing Documents is an inducement to Lessor to lease the Property to Lessee and to Lessee to construct and operate the Project in accordance with this Agreement. In consideration of such consent and assistance, Lessor and Lessee have entered into this Agreement and have agreed to restrict the uses to which the Project can be put, and the manner in which it must be operated, on the terms and conditions set forth herein, including but not limited to the Financing Documents. Accordingly, Lessor and Lessee covenant, agree, and acknowledge that OHCS has relied on this Agreement in determining to consent to the Lease and to the provision of assistance to Lessee for the Project.
- b. Restrictive Covenants and Equitable Servitudes** Lessor intends, declares, and covenants, on behalf of itself and all future owners and operators of the Property and its contingent interest in the Improvements, and Lessee intends, declares, and covenants, on behalf of itself and all future owners and operators of the Leased Property and Improvements, that the covenants, reservations, restrictions and equitable servitudes set forth in the Financing Documents regulating and restricting, among other things, the use, occupancy, maintenance, repair and transfer of the Project (1) shall be and are restrictive covenants governing the Project and running with the Property and Leased Property of the Project, and do further constitute equitable servitudes governing the Project and running with the Property and Leased Property of the Project, all in favor of OHCS, do encumber the Project subject to their respective provisions for an aggregate thirty (30) years from the date that the first building in the Project is placed in service or until December 31, 2056, whichever is later (the "**Affordability Period**"), are binding upon the Lessor's and Lessee's successors in title and all subsequent owners and operators of the Project, (2) are not merely personal covenants of the Lessor or Lessee, (3) shall bind the Lessor, the Lessee, and their successors and assigns, and (4) shall inure to the benefit of OHCS. Notwithstanding the foregoing, OHCS may, at its sole discretion, extend the Affordability Periods of the respective Financing Documents, as well as this Affordability Period, for periods of time matching corresponding periods of time during which OHCS determines the Lessor or Lessee to be in material

noncompliance with any of the terms of this Agreement (including the incorporated Financing Documents).

- c. The Lessor and Lessee hereby agree that any and all Oregon state law requirements for the provisions of this Agreement to constitute covenants running with the Property of the Project or to constitute equitable servitudes running with the Property of the Project in favor of OHCS, will be deemed satisfied in full. Except for the lease of individual rental units of the Project in compliance with the terms of the Financing Documents or as provided herein, no transfer of any interest in the Project, Owner, or Lessor will be valid without the prior written consent of OHCS, except where the Financing Documents do not require consent to certain transfers described therein, including, without limitation, section 13.8.1 of the Operating Agreement.
- d. For the duration of the restrictive covenants and equitable servitudes created hereunder (including throughout the Affordability Period or as any may be extended), each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof shall expressly provide that such conveyance is subject to this Agreement and such restrictive covenants and equitable servitudes, provided, however, the covenants and equitable servitudes contained or created herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project (or any portion thereof) provides that such conveyance is subject to this Agreement and the restrictive covenants and equitable servitudes contained or created herein.
- e. Lessor and Lessee covenant and agree that the consent of any recorded prior lien holder with respect to any interest in the Project is not required in connection with recording this Agreement, or if required, such consent has been or will be obtained by the Lessor or Lessee, as applicable.

**8. Burden and Benefit.**

- a. Lessor and Lessee hereby respectively declare their understanding and intent that the burdens of the covenants, reservations, restrictions and equitable servitudes set forth herein touch and concern the Project and that their respective legal interest in the Project is rendered less valuable thereby.
- b. Lessor and Lessee hereby further respectively declare their understanding and intent that the benefits of such covenants, reservations, restrictions and equitable servitudes touch and concern the Project by facilitating the public policy and programs of OHCS and by enhancing and increasing the enjoyment and use of the Project by intended tenants.

**9. Cooperation.** Lessor and Lessee shall take all reasonable action to facilitate their individual and collective compliance with the Lease, the Financing Documents, and this Agreement, including but not limited to the execution and recording of such other instruments and documents as OHCS may require.

**10. No Assignment or Encumbrance of Project.** To the extent applicable, with the exception of security interests and encumbrances consented to by OHCS in the Priority and Subordination Agreement of about even date herewith with respect to the Project and contemporaneous security interests and encumbrances granted by Lessor with respect to the Property and similar security interests and encumbrances granted by the Lessor in connection with re-financings of the Property, neither Lessee nor

Lessor shall assign or encumber any interest in the Project except in conformance with transfer provisions set forth in the Financing Documents and this Agreement without the prior written consent of OHCS.

**11. Indemnity.** Subject to applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, Lessee and Lessor jointly and severally shall save, hold harmless, indemnify and (subject to ORS chapter 180) defend the State of Oregon, OHCS, and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages of whatsoever nature, kind or description related to the Project, the Lease, the Financing Documents (including this Agreement), or resulting from or arising out of their acts, omissions, neglect or misconduct, or of any of their subcontractors, agents, or employees, whether under this Agreement (including, but not limited to the Financing Documents), the Lease, or otherwise related to the Project. Notwithstanding the foregoing or anything else to the contrary contained herein, neither Funding Lender (nor its nominee), nor any successor and/or assign of Funding Lender (or its nominee), shall have any obligation under indemnity obligations hereunder that accrue prior to the completion of a Foreclosure Action and title to the Project vesting in the Funding Lender (or its nominee) or its successor and/or assign, as applicable.

**12. Remedies.**

- a. Deficiencies.** OHCS may, from time to time, identify and direct Owner (or Lessor, if applicable) to correct deficiencies in its compliance with this Agreement (including all Financing Documents, except to the extent terminated in connection with a Foreclosure Action), which Owner (or Lessor) shall correct as directed.
- b. Required Training.** OHCS may require Owner (or Lessor, if applicable), its owners, principals, officers, employees, and agents to undertake training, at Owner's (or Lessor's, if applicable) expense, as directed by OHCS.
- c. Extension of Affordability Period.** OHCS may by written notice extend the Affordability Period described in this Agreement (including in any Financing Document) for periods of time matching corresponding periods of time during which OHCS determines the Owner to be in material noncompliance with any of the terms of this Agreement (including any of the Financing Documents).
- d. Additional Remedies.** If the Owner or Lessor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement (including correction of deficiencies), and if such default remains uncured by Owner or Lessor for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHCS determines relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHCS, or if such default runs for a period of thirty (30) days from the date the Owner or Lessor should, with due diligence, have discovered such default, then OHCS may declare an "Event of Default" to have occurred hereunder. If a default is not reasonably capable of being cured within thirty days or any lesser notice period provided by OHCS, OHCS may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHCS determines there is good cause for granting the extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project, the Leased Property, or the Property, the correction period for the successor for an

existing default shall be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project or Property (and in no event less than the time provided for in the Operating Agreement or the Intercreditor Agreement). To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHCS, an Event of Default shall be deemed to occur and OHCS may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHCS may, at its option, but at all times subject to, and only in accordance with, the Intercreditor Agreement, take any one or more of the following steps (except that itemized remedies (2), (4), (5), and (8) always must be preceded by notice of default to the Investor in accordance with this subsection while Investor is a member of Owner), in addition to all other remedies provided in this Agreement, by law, or in equity:

- i. Report such noncompliance to the IRS;
- ii. Effect removal of the Project from the Low-Income Housing Tax Credit ("LIHTC") program, which removal may result in recapture of the LIHTC by the IRS;
- iii. By mandamus or other suit, action or proceeding at law or in equity, require Owner or Lessor, as applicable, specifically to perform its obligations under this Agreement, including the Financing Documents, or enjoin any acts or things that may be unlawful, inconsistent with this Agreement, or in violation of Owner's or Lessor's obligations or OHCS' rights under this Agreement;
- iv. Obtain the appointment of a receiver to operate the Project in compliance with this Agreement;
- v. Require termination of any Management Agent and its replacement to OHCS' satisfaction;
- vi. Require Owner to cease management of the Project and to engage a Management Agent acceptable to OHCS;
- vii. Withhold from Owner, suspend, terminate, or (upon 30-days written demand) require the repayment of all or any part of other funding assistance provided by OHCS to Owner with respect to the Project;
- viii. Declare Owner, Lessor, or any member of either, ineligible to receive further LIHTC or other OHCS funding assistance, including with respect to other projects or requests for same, for such period as OHCS determines in its sole discretion;
- ix. Have access to, and inspect, examine and make copies of, all of the books and records of Owner and Lessor pertaining to the Project and to inspect the Project itself;
- x. Enter onto the Property/Leased Property and correct Events of Default with respect to the Project at Owner's (or as applicable, Lessor's) expense, which expense

Owner or Lessor will repay to OHCS within ten (10) days of any presentment of charges for same; and

- xi. Exercise of such other remedies as permitted or authorized under this Agreement, by law, or in equity.

- e. **Survival of Remedies; Remedies Not Exclusive.** The rights and remedies of OHCS provided for in this Agreement, which by their nature are intended to survive termination of this Agreement, shall survive the termination of the Affordability Period and of this Agreement. Furthermore, such remedies shall not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by OHCS of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

**13. Miscellaneous.**

- a. **Governing Law; Venue: Consent to Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") among two or more of the parties related to this Agreement shall be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the Project is located) or, if necessary, the United States District Court for the District of Oregon. In no event shall this provision be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. LESSEE AND LESSOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- b. **No Waiver.** No waiver, amendment, modification, or termination of this Agreement or any provision hereof shall be effective unless all applicable requirements have been satisfied and the amendment, modification, or termination is in writing and signed by the parties hereto except as otherwise provided herein.
- c. **Severability.** In the event that any term, covenant or condition of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, the term, covenant or condition so determined to be invalid is hereby declared severable and shall not affect the validity of the remaining portions of this agreement.
- d. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- e. **Ambiguities.** The parties to this Agreement acknowledge that each party and its counsel have participated in the drafting and revision of this Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall



not apply in the interpretation of this Agreement or any amendment, modification, supplementation, or restatement of the foregoing or of any exhibit to this Agreement.

- f. **Governmental Powers.** Nothing in this Agreement, the Lease or in the Financing Documents is intended, nor shall it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the parties hereto that OHCS shall retain the full right and ability to exercise its governmental powers with respect to the Lessor, the Lessee, the Lease, the Project, and the transactions contemplated by this Agreement, the Lease, or the Financing Documents to the same extent as if it were not a party to this Agreement or to the Financing Documents, or Assignee of Lessor's interests under the Lease, and in no event shall OHCS have any liability in contract arising under this Agreement, under the Lease, or under the Financing Documents by virtue of any exercise of its governmental powers.
- g. **Remedies Not Exclusive.** The rights and remedies of OHCS provided for in this Agreement shall not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHCS to enforce any provision of this Agreement shall constitute a waiver by OHCS of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- h. **No Third Party Beneficiaries.** OHCS, Lessor and Lessee are the only parties to this Agreement and are the only parties entitled to rely on and enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement. OHCS expressly reserves the right and ability to waive, modify, toll, and release any and all restrictive covenants and equitable servitudes created hereunder or under any of the Financing Documents.
- i. **Notices.** All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

**OHCS:** Oregon Housing and Community Services Department  
Attn: Asset Management and Compliance Section  
725 Summer Street N.E., Suite B  
Salem, Oregon 97301-1266

**LESSEE:** Mountainview Townhomes Limited Partnership  
c/o Stewardship Development LLC  
1247 Villard Street  
Eugene, OR 97403

With a copy to: Kantor Taylor PC  
1200 5<sup>th</sup> Avenue, Suite 1910  
Seattle, WA 98101  
Attn: Mark Kantor

**LESSOR:** Klamath Housing Authority  
1445 Avalon Street  
Klamath Falls, OR 97603  
Attention: Executive Director  
Email: ann@klamathhousing.org  
Telephone: (541) 884-0649

With a copy to: Elliot, Ostrander & Preston, P.C.  
707 SW Washington Street, Suite 1500  
Portland, OR 97205  
Telephone: (503) 753-3582  
Attention: Paul Dagle  
Email: paul.dagle@daglelaw.com

The parties, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- j. **Attorney Fees.** In the event a lawsuit or other proceeding is instituted regarding this Agreement, the prevailing party in any dispute arising under this Agreement will be entitled, to the extent permitted by law, to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial and on appeal. Reasonable attorney fees will not exceed the rate charged to OHCS by its attorneys. OHCS' liability for attorney fees shall be subject to the limits provided under Article XI, Section 7 of the Oregon Constitution.
- k. **Merger.** This Agreement, including incorporations and exhibits, constitutes the entire agreement between the parties on the subject matter hereof. No modification or amendment of this Agreement shall bind either party unless in writing and signed by both parties (and the necessary approvals obtained), and no waiver or consent shall be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
- 14. Judicial or Non-judicial Foreclosure; Subordination to Construction and Permanent Lender.** Following a judicial or non-judicial foreclosure or deed in lieu of judicial or non-judicial foreclosure, this Agreement shall continue in full force and effect and the Transferee shall immediately upon acquiring the Project be subject to the terms, conditions, and all other requirements of the Lessor or Lessee, as applicable.
- 15. Operating Agreement and Intercreditor Agreement.** All rights and remedies of OHCS and Funding Lender hereunder shall at all times be subject to the Operating Agreement and the Intercreditor

Agreement, and to the extent of any inconsistency between this Agreement, on the one hand, and the Operating Agreement or the Intercreditor Agreement, on the other hand, the terms and conditions of the Operating Agreement or the Intercreditor Agreement, as applicable, shall govern.

*(Signature Pages Follow)*

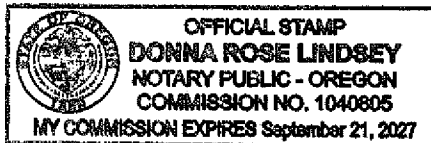
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

LESSOR: KLAMATH HOUSING AUTHORITY

By: *Ann Malfavon*  
Ann Malfavon, Executive Director

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF KLAMATH            )

This instrument was acknowledged before me this 6<sup>th</sup> day of May, 2024 by Ann Malfavon, the Executive of Klamath Housing Authority, on behalf of said housing authority.




*Donna Lindsey*  
Notary Public; State of OREGON  
Print Name: Donna Lindsey  
My Commission Expires: 9/21/27

**LESSEE:** MOUNTAINVIEW TOWNHOMES LIMITED PARTNERSHIP,  
an Oregon limited partnership

By: KHA Mountainview GP LLC,  
an Oregon limited liability company,  
Its: Managing General Partner

By: Klamath Housing Authority  
Its: Manager

By:   
Ann Malfavon, Executive Director

By: Stewardship Mountainview LLC,  
an Oregon limited liability company,  
Its: Administrative General Partner

By: Stewardship Development LLC,  
an Oregon limited liability company,  
its manager

By: JCP Real Estate LLC,  
an Oregon limited liability company  
its member

By: \_\_\_\_\_  
Amanda Perkins, Member

**LESSEE:** MOUNTAINVIEW TOWNHOMES LIMITED PARTNERSHIP,  
an Oregon limited partnership

By: KHA Mountainview GP LLC,  
an Oregon limited liability company,  
Its: Managing General Partner

By: Klamath Housing Authority  
Its: Manager

By: \_\_\_\_\_  
Ann Malfavon, Executive Director

By: Stewardship Mountainview LLC,  
an Oregon limited liability company,  
Its: Administrative General Partner

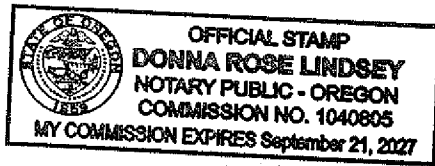
By: Stewardship Development LLC,  
an Oregon limited liability company,  
its manager

By: JCP Real Estate LLC,  
an Oregon limited liability company  
its member

By:   
Amanda Perkins, Member

STATE OF OREGON )  
 ) ss.  
COUNTY OF Klamath )

This instrument was acknowledged before me this 6<sup>th</sup> day of May, 2024 by Ann Malfavon, the Executive Director of the Klamath Housing Authority, the Manager of KHA Mountainview GP LLC, an Oregon limited liability company, the Managing General Partner of Mountainview Townhomes Limited Partnership, an Oregon limited partnership.



Donna Lindsey  
Notary Public; State of OREGON  
Print Name: Donna Lindsey  
My Commission Expires: 9/21/27

STATE OF OREGON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of May, 2024 by Amanda Perkins, Member of JCP Real Estate LLC, an Oregon limited liability company, the Member of Stewardship Development LLC, an Oregon limited liability company, the Manager of Stewardship Mountainview LLC an Oregon limited liability company, the Administrative General Partner of Mountainview Townhomes Limited Partnership, an Oregon limited partnership.

\_\_\_\_\_  
Notary Public; State of OREGON  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of May, 2024 by Ann Malfavon, the Executive Director of the Klamath Housing Authority, the Manager of KHA Mountainview GP LLC, an Oregon limited liability company, the Managing General Partner of Mountainview Townhomes Limited Partnership, an Oregon limited partnership.

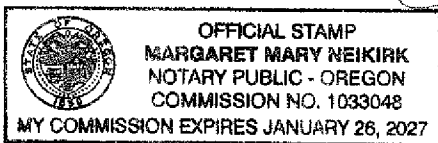
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF OREGON )

COUNTY OF Northampton)

This instrument was acknowledged before me this 3 day of May, 2024 by Amanda Perkins, Member of JCP Real Estate LLC, an Oregon limited liability company, the Member of Stewardship Development LLC, an Oregon limited liability company, the Manager of Stewardship Mountainview LLC an Oregon limited liability company, the Administrative General Partner of Mountainview Townhomes Limited Partnership, an Oregon limited partnership.



~~Notary Public; State of OREGON~~

Print Name: MARGARET M. NEIKIRK

My Commission Expires: 1-26-27



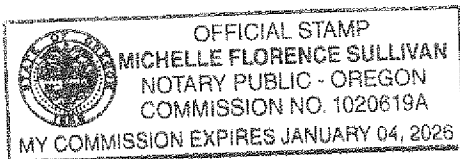
OHCS:

State of Oregon, acting by and through its  
Housing and Community Services Department

By: Roberto Franco  
Roberto Franco, Assistant Director  
Development Resources and Production  
Affordable Rental Housing Division

STATE OF OREGON                    )  
  :SS  
COUNTY OF MARION                )

This instrument was acknowledged before me this 1<sup>st</sup> day of May, 2024 by Roberto Franco, Assistant Director of the Development Resources and Production, Affordable Rental Housing Division, on behalf of the State of Oregon, acting by and through its Housing and Community Services Department.



Michelle Sullivan  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1/4/26

**EXHIBIT A**

(Fee Property Description)

Parcel 1, Land Partition 15-23, a replat of Parcel 3 Land Partition 8-20, a replat of Parcel 3 of Land Partition 2-17 situate in the NE1/4 Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and recorded December 26, 2023 as Instrument No. 2023-010962, Klamath County Records.

**EXHIBIT B**

(Leased Property Description)

A leasehold interest in the following property pursuant to the Ground Lease Agreement dated on or about May 3, 2024, between Lessee and Lessor, and a Memorandum of Ground Lease dated on or about May 3, 2024, which as been recorded on May 9, 2024 in the official records of Multnomah County, Oregon as document number 2024- 003598, to wit:

Parcel 1, Land Partition 15-23, a replat of Parcel 3 Land Partition 8-20, a replat of Parcel 3 of Land Partition 2-17 situate in the NE1/4 Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and recorded December 26, 2023 as Instrument No. 2023-010962, Klamath County Records.