

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

REPAYMENT AND COMPLETION GUARANTY AGREEMENT

This Repayment and Completion Guaranty Agreement (this “**Guaranty**”) is made and entered into as of the 1st day of **date**, 201**7** by the State of Oregon, acting by and through its Housing and Community Services Department, together with its successors and assigns (“**OHCS**”) and **sponsor signor**, an individual, and **sponsor name**, an Oregon public benefit corporation (jointly and severally, “**Guarantor**”), whose addresses are set forth on Exhibit B attached hereto.

RECITALS

- A.** OHCS is providing a Local Innovation and Fast Track Housing Program (“**LIFT**”) loan to **Project Name** Apartments LLC, an Oregon limited liability company (the “**Partnership**”), in the maximum aggregate principal amount of **\$\$\$00** (the “**Loan**”) to provide for the financing of an affordable, multifamily, rental, housing development located on land further described in Exhibit A, attached hereto (the “**Property**”), which, together with improvements thereon, is to be known as “**Project Name Apartments**” (the Property and improvements, together, the “**Project**”).
- B.** Borrower’s repayment obligations in respect of the Loan will be evidenced by a promissory note dated as of the date hereof (together with all riders and modifications thereto, the “**Note**”) payable to OHCS.
- C.** To secure Borrower’s obligations under the Note, Borrower will execute and deliver to OHCS a Line of Credit Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents as of the date hereof (the “**Trust Deed**”) covering the Project.
- D.** Borrower has agreed to use the proceeds of the Loan to finance the acquisition, construction/rehabilitation, and equipping of the Project.
- E.** Guarantor acknowledges and agrees that Guarantor will be substantially and materially benefited by the making of the credit accommodations to Borrower pursuant to the Note, Trust Deed, and accompanying Loan Agreement between Borrower and OHCS of even date (the “**Loan Agreement**”), and further acknowledges that this Guaranty is a material inducement to OHCS in providing the Loan to Borrower.
- F.** The Note, the Trust Deed, and the Loan Agreement are together hereinafter referred to as the “**Loan Documents**.”

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms and conditions of this Agreement, Guarantor hereby jointly and severally covenants and agrees with OHCS as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement have the meanings given to them in the Loan Agreement unless the context clearly indicates otherwise. Guarantor acknowledges receipt of a copy of the Loan Agreement.

2. Loan Documents. The Loan Documents are hereby made a part of this Guaranty by reference thereto with the same force and effect as if fully set forth herein.

3. Guaranty. Subject to the provisions of Section 11 of this Agreement, (a) Guarantor hereby jointly and severally guarantees and promises to pay to OHCS or order, on demand, in lawful money of the United States, in immediately available funds, the principal sum of \$\$\$\$.**00** or so much thereof as may be due and owing under the Note or any of the other Loan Documents together with interest and any other sums payable under the Note or any of the other Loan Documents (the “**Repayment Guaranty**”); and (b) Guarantor hereby jointly and severally guarantees the performance by Borrower of all the terms and provisions of the Loan Agreement pertaining to Borrower’s obligations with respect to the construction of the Project (as further hereinafter described, the “**Completion Guaranty**”). Without limiting the generality of the foregoing, Guarantors guarantees that: (a) construction of the Project shall commence and be completed within the time limits set forth in the Loan Agreement; (b) the Project shall be constructed and completed in accordance with the Plans and the other provisions of the Loan Documents, without substantial deviation therefrom unless approved by OHCS in writing; (c) the Project shall be constructed and completed free and clear of any mechanic’s liens, materialman’s liens, construction liens, and equitable liens; and (d) all costs of constructing the Project shall be paid when due. The term “**Guaranty**” as used hereinafter shall be a reference to both the Repayment Guaranty and the Completion Guaranty.

The liability of Guarantor shall be a continuing liability and shall not be affected by (nor shall anything herein contained be deemed a limitation upon) the amount of credit which may be extended to Borrower, the number of transactions with Borrower, repayments by Borrower, or the allocation by OHCS of repayments by Borrower, it being the understanding of Guarantor that Guarantor’s liability shall continue hereunder so long as there are any Obligations outstanding. Any payment made by Guarantor hereunder shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by OHCS, advising OHCS that such payment is made under this Guaranty for such purpose.

4. Lien Free Completion. For purposes of this Guaranty, completion of the Project free and clear of liens shall be deemed to have occurred upon: (a) (i) OHCS’ receipt of a written statement or certificate executed by the architect designated or shown on the Plans certifying, without qualification or exception, that the Project is completed, and (ii) OHCS’ receipt of all required occupancy permit(s) for all of the Project issued by the local government agency having jurisdiction and authority to issue same, and (iii) the expiration of the statutory period(s) within which valid mechanic’s liens, materialman’s liens and/or construction liens may be recorded

and/or served by reason of the construction of the Project, or, alternatively, OHCS' receipt of valid, unconditional releases or waivers thereof from all persons entitled to record said liens or serve said stop notices; or (b) OHCS' receipt of such other evidence of lien free completion as OHCS deems satisfactory in its reasonable discretion.

5. Obligations of Guarantor Upon Default by Borrower. If the Project is not commenced and completed in the manner and within the time required by the Loan Agreement, or if, prior to the expiration of the time limits for Completion set forth in the Loan Agreement, construction of the Project should cease or be halted prior to Completion and the cessation or halt constitutes an Event of Default, Guarantor shall, promptly upon demand of OHCS: (a) diligently proceed to complete construction of the Project at Guarantor's sole cost and expense; (b) fully pay and discharge all claims for labor performed and material and services furnished in connection with the construction of the Project; (c) release and discharge all claims of mechanic's liens, materialman's liens, construction liens and equitable liens that may arise in connection with the construction of the Improvements; and (d) pay to OHCS the amount of any loss or damage incurred by OHCS as a result of any delay in the Completion of construction of the Project beyond the time specified in the Loan Agreement for such Completion. Without in any way limiting the above obligations of Guarantor, OHCS shall make the undisbursed Loan funds available to Guarantor (pursuant to the terms and conditions of the Loan Documents) for the purposes of completing the Project and fulfilling Guarantor's other obligations under this Guaranty; provided, however, that the obligation of OHCS to make such undisbursed Loan funds available to Guarantor is expressly conditioned upon: (a) there being no continuing default by any Guarantor under this Guaranty; and (b) Borrower (and/or Guarantor) having sufficient other funding to the satisfaction of OHCS to complete Project construction/rehabilitation.

6. OHCS's Actions. Guarantor agrees that OHCS may from time to time without notice to or consent of the Guarantor upon such terms and conditions as OHCS may deem advisable and without affecting this Guaranty: (a) approve modifications to the Plans; (b) release any maker, surety or other person liable for payment or performance of all or any part of the Obligations; (c) make any agreement extending or otherwise altering the time for or the terms of payment or performance of all or any part of the sums due under the Loan Documents or the Obligations; (d) modify, waive, compromise, release, subordinate, resort to, exercise or refrain from exercising any right OHCS may have hereunder, or under the Loan Documents; (e) accept additional security or guarantees of any kind; (f) endorse, transfer or assign the Note and the other Loan Documents to any other party; (g) accept from Borrower, or any other party, performance of or partial payment or payments on account of the Obligations and apply such payments in the order as OHCS shall determine in its sole discretion; (h) from time to time hereafter further loan monies or give or extend credit to or for the benefit of Borrower; (i) release, settle or compromise any claim of OHCS against Borrower, or against any other person, firm or corporation, including any Guarantor, whose obligation is held by OHCS as collateral security for repayment of amounts due under the Loan Documents or for the Obligations; (j) change the terms or conditions of disbursement of the Loan so long as such changes do not materially interfere with Borrower's ability to construct the Project as and when required under the Loan Agreement; (k) declare all sums owing to OHCS under the Note and the other Loan Documents due and payable upon an Event of Default, or apply any security and

direct the order or manner of sale thereof as OHCS in its discretion may determine; or (l) assign this Guaranty in whole or in part.

7. Waivers.

(a) Guarantor hereby unconditionally and absolutely waives: (i) any obligation on the part of OHCS to protect, secure or insure any of the security given for the payment of the sums due under the Loan Documents or for payment or performance of the Obligations; (ii) the invalidity or unenforceability of the Obligations; (iii) any right to object to the release of any of the security given for the payment of amounts due under the Loan Agreement or the Note; (iv) notice of acceptance of this Guaranty by OHCS; (v) notice of presentment, demand for payment, notice of non-performance, protest, notices of protest and notices of dishonor, notice of non-payment or partial payment; (vi) notice of any defaults under the Loan Agreement, the Note or in the performance of any of the covenants and agreements contained therein or in any other Loan Document given as security for Borrower's obligations under the Loan Agreement or the Note; (vii) any limitation or exculpation of liability on the part of Borrower whether contained in the Loan Documents or otherwise; (viii) any right to object to the transfer or sale by Borrower of any security given for Borrower's obligations under the Loan Documents or the Obligations or the diminution in value thereof, (ix) any right to object to any failure, neglect or omission on the part of OHCS to realize on or protect any security given for Borrower's obligations under the Loan Documents or the Obligations; (x) any right to insist that OHCS prosecute collection of the Loan Agreement or the Note or to resort to any instrument or security given to secure the Obligations or to proceed against Borrower or against any other guarantor or surety prior to enforcing this Guaranty; provided, however, at its sole discretion, OHCS may either in a separate action or an action pursuant to this Guaranty pursue its remedies against Borrower or any other guarantor or surety, without affecting its rights under this Guaranty; (xi) notice to the Guarantor of the existence of or the extending to Borrower of the Obligations; (xii) any order, method or manner of application of any payments on the Obligations; or (xiii) any right to insist that OHCS disburse the full principal amount of the Note to Borrower or the order, method, manner or amounts disbursed under the Loan Documents.

(b) Guarantor waives and agrees not to assert:

(i) any right to require OHCS to marshal assets in favor of Borrower, Guarantor, any other guarantor or any other party, to proceed against Borrower, any other guarantor or any other party, to proceed against or exhaust any of the collateral or any other security held for the Obligations (the "**Collateral**"), to give notice of the terms, time and place of any public or private sale of personal property security constituting the Collateral or comply with any other provisions of ORS 79.0601 through ORS 79.0628 (or any equivalent provision of any other applicable law) or to pursue any other right, remedy, power or privilege of OHCS whatsoever;

(ii) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Obligations;

(iii) any defense arising by reason of any lack of corporate or other authority or any other defense of Borrower, any Guarantor or any other party;

(iv) any defense based upon OHCS' errors or omissions in the administration of the Obligations;

(v) any rights to set-offs and counterclaims;

(vi) until the Obligations have been paid in full, Guarantor's rights of subrogation, reimbursement, indemnification, and contribution and all other rights and defenses that are or may become available to Guarantor;

(vii) any rights or defenses Guarantor may have in respect of its obligations as a guarantor or other surety by reason of any election of remedies by the creditor;

(viii) any rights or defenses Guarantor may have because the Loan obligation is secured by real property or an estate for years;

(ix) any rights or defenses that Guarantor may have because the Loan is secured by real property. This means, among other things: (A) OHCS may collect from any Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower; and (B) if OHCS forecloses on any real property collateral pledged by Borrower: (1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (2) OHCS may collect from Guarantor even if OHCS, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Borrower's debt is secured by real property;

(x) all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations has destroyed Guarantor's rights of subrogation and reimbursement against the principal; and

(xi) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Guaranty.

(c) Guarantor waives any and all notice of the acceptance of this Guaranty, and any and all notice of the creation, renewal, modification, extension or accrual of the Obligations, or the reliance by OHCS upon this Guaranty, or the exercise of any right, power or privilege hereunder. The Obligations shall conclusively be deemed to have been created, contracted, incurred and permitted to exist in reliance upon this Guaranty. Guarantor waives promptness, diligence, presentment, protest, demand for payment, notice of default, dishonor or nonpayment and all other notices to or upon Borrower, Guarantor or any other party with respect to the Obligations.

(d) The obligations of Guarantor hereunder are independent of and separate from the obligations of Borrower and any other guarantor and upon the occurrence and during the

continuance of any Event of Default, a separate action or actions may be brought against Guarantor, whether or not Borrower or any such other guarantor is joined therein or a separate action or actions are brought against Borrower or any such other guarantor.

(e) Guarantor shall not have any right to require OHCS to obtain or disclose any information with respect to: (i) the financial condition or character of Borrower or the ability of Borrower to pay and perform the Obligations; (ii) the Obligations; (iii) the Collateral or other security for any or all of the Obligations; (iv) the existence or nonexistence of any other guarantees of all or any part of the Obligations; (v) any action or inaction on the part of OHCS or any other party; or (vi) any other matter, fact or occurrence whatsoever.

8. Continuing Liability. Without limiting the generality of the foregoing, the Guarantor will not assert against OHCS any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, ultra vires acts, usury, illegality or unenforceability which may be available to Borrower in respect of the Loan Documents, or any setoff available against OHCS to Borrower whether or not on account of a related transaction, and Guarantor expressly agrees that the Guarantor shall be and remain liable for the Obligations to the extent that it constitutes a deficiency remaining after foreclosure of any mortgage or security interest securing the Note, notwithstanding any provisions of law that may prevent OHCS from enforcing such deficiency against Borrower. The liability of the Guarantor shall not be affected or impaired by any voluntary or involuntary dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting Borrower or any of its assets. Guarantor further agrees that no act or thing, except for payment and performance in full, which but for this provision might or could in law or in equity act as a release of the liabilities of the Guarantor hereunder shall in any way affect or impair this Guaranty and the Guarantor agrees that this shall be a continuing, absolute and unconditional Guaranty and shall be in full force and effect until the date on which all sums due under the Loan Documents as well as all sums due and all terms, provisions, and covenants of all Obligations have been paid and/or performed in full.

9. Subordination. Guarantor agrees that all indebtedness, liability or liabilities now or at any time or times hereafter owing by Borrower to the Guarantor are hereby subordinated to the Obligations, and any payment of indebtedness of Borrower to the Guarantor, if OHCS so requests, shall be received by the Guarantor as trustee for OHCS on account of the Obligations; provided, however, so long as no Event of Default has occurred and is continuing **Sponsor Name** shall not be prohibited from receiving payments of its Developer Fee pursuant to the terms of its Development Agreement, of even date herewith, between **Sponsor Name** and the Partnership. Guarantor agrees that the payment of any amount or amounts by the Guarantor pursuant to this Guaranty shall not in any way entitle the Guarantor whether at law, in equity or otherwise to any right to participate in any security held by OHCS for the payment of the Obligations, any right to direct the application or disposition of any such security or any right to direct the enforcement of any such security. Performance by the Guarantor under this Guaranty shall not entitle the Guarantor to be subrogated to any of the Obligations or to any security therefor, unless and until the full amount of the Obligations has been fully and finally paid.

10. Guarantor's Warranties. Guarantor hereby warrants and represents unto OHCS that: (a) Guarantor has reviewed all of the terms and provisions of the Loan Agreement, Plans and the other Loan Documents; (b) any and all balance sheets, net worth statements and other financial statements and data that have heretofore been given to OHCS with respect to the Guarantor fairly and accurately represent the financial condition of the Guarantor as of the date hereof, and, since the date thereof, there has been no material adverse change in the financial condition of the Guarantor, (c) except as may be set out on any exhibit attached hereto, (i) there are no legal proceedings, material claims or demands pending against, or to the knowledge of the Guarantor threatened against, Guarantor or any of Guarantor's assets, (ii) the Guarantor is not in breach or default of any obligation to pay money, and (iii) no event (including specifically the Guarantor's execution and delivery of this Guaranty) has occurred which, with or without the lapse of time or action by a third party, constitutes or could constitute a material breach or material default under any document evidencing or securing any obligation to pay money or under any other contract or agreement to which the Guarantor is a party, (d) the Guarantor has knowledge of Borrower's financial condition and affairs, the progress of completion of the Project, and of all other circumstances which bear upon the risk assumed by the Guarantor under this Guaranty (the Guarantor hereby agreeing to continue to keep himself informed thereof while this Guaranty is in force and agreeing that OHCS does not have and will not have any obligation to investigate the financial condition or affairs of Borrower for the benefit of the Guarantor or to advise the Guarantor of any fact respecting, or any change in, the financial condition or affairs of Borrower or any other circumstance which may bear upon the Guarantor's risk hereunder which come to the knowledge of OHCS, its directors, officers, employees or agents of any time, whether or not OHCS knows, believes or has reason to know or to believe that any such fact or change is unknown to the Guarantor or might or does materially increase the risk of the Guarantor hereunder), and (e) if any Guarantor is an entity, this Guaranty does not constitute a breach of Guarantor's organizational documents or any other agreement or contract which Guarantor is a party to. Guarantor shall not transfer all or substantially all of its assets without the prior consent of OHCS, or any of Guarantor's assets for the purpose of preventing OHCS from satisfying any judgment rendered under this Guaranty therefrom, either before or after the entry of any such judgment. Guarantor shall promptly deliver to OHCS all financial statements and tax returns of Guarantor, if any, which Borrower is required to provide to OHCS pursuant to the Loan Agreement or any of the other Loan Documents, in time for Borrower to deliver the same to OHCS on or before the date provided for the delivery thereof.

11. Termination of Guaranty. This Guaranty shall terminate, and shall be of no further force or effect, on the earlier of the date that (i) all sums due OHCS under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Borrower contained in the Loan Documents are performed and discharged, or (ii) the Permanent Loan Period commences pursuant to the terms of Section 4 of the Loan Agreement.

12. Financial Reporting. So long as this Guaranty is in full force and effect, Guarantor shall deliver to OHCS the following financial statements, certificates and tax returns, together with all other financial statements, reports, tax returns and other information which Borrower, with respect to Guarantor, is required to deliver to OHCS under the Loan Agreement:

REPORTING PARTY	REQUIRED STATEMENT	TO BE RECEIVED BY
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1. Guarantor	Beginning with Fiscal Year ended December 31, 2016, annual audited financial statement prepared by a CPA in accordance with GAAP, and certified by each reporting party, which shall include balance sheets and income statements, with any noted contingent liabilities as well as a schedule of real estate holdings	Within 120 days after the end of each fiscal year during the term of the Loan
2. Guarantor	Annual Guarantor Compliance Certificate	Within 120 days of the end of each fiscal year during the term of the Loan
3. Guarantor	If requested by OHCS, annual federal tax returns (to be prepared by and certified by the reporting party)	Within 15 days of the filing,

13. Disbursement. Guarantor agrees this Guaranty is executed in order to induce OHCS to make the Funding Loan and approve the advancement and disbursing of the Loan and with the intent that it be relied upon by OHCS in making, advancing and disbursing the Loan. OHCS's advancement or approval of disbursement of any portion of the Loan without any further action or notice, shall constitute conclusive evidence of the reliance hereon by OHCS. Guarantor acknowledges that OHCS would not make the Loan or approve any disbursement thereof without this Guaranty.

14. Assignment. Guaranty shall run with the Loan Documents and without the need for any further assignment of this Guaranty to any subsequent holder of such documents or the need for any notice to Guarantor thereof. Upon endorsement or assignment of the Note and the Loan Documents to any subsequent holder, said subsequent holder may enforce this Guaranty as if said holder had been originally named as OHCS hereunder. Guarantor agrees that OHCS may elect, at any time, to sell, assign, or grant participations in all or any portion of its rights and obligations under the Loan Documents and this Guaranty, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities, at OHCS' sole discretion. Guarantor further agrees that OHCS may disseminate to any such actual or potential purchaser(s), assignee(s) or participant(s) all documents and information (including, without limitation, all financial information) which has been or is hereafter provided to or known to OHCS with respect to: (a) the Property and Improvements and their operation; (b) any party connected with the Loan (including, without limitation, Guarantor, Borrower, any constituent partner, shareholder, member or manager of Borrower, any other guarantor, any indemnitor and any non-borrower mortgagor); and/or (c) any lending relationship other than the Loan which OHCS may have with any party connected with the Loan. In the event of any such sale, assignment or participation, OHCS and the parties to such transaction shall share in the rights and obligations of OHCS as set forth in the Loan Documents only as and to the extent they agree among themselves. In connection with any such sale, assignment or participation, Guarantor further agrees that the Guaranty shall be sufficient evidence of the obligations of Guarantor to each purchaser, assignee, or participant, and upon written request by OHCS,

Guarantor shall consent to such amendments or modifications to the Loan Documents as may be reasonably required in order to evidence any such sale, assignment, or participation.

15. Jurisdiction. Guarantor submits and consents to personal jurisdiction in the State of Oregon for the enforcement of this Guaranty and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in the State of Oregon for the purposes of litigation to enforce this Guaranty. Litigation may be commenced either in the Circuit Court of the State of Oregon for Marion County or, if necessary, the United States District Court for the District of Oregon, at the election of OHCS. In the event that such litigation is commenced, in lieu of personal service, service of process may be made, and personal jurisdiction over the Guarantor obtained, by the mailing of a copy of any summons and complaint, U.S. Mail, Certified Mail, Return Receipt Requested, or any other method provided under the laws of the jurisdiction for service of process in a civil action, to the Guarantor at Guarantor's last known addresses. Nothing contained herein shall prevent OHCS from bringing any action or exercising any rights against any security given to OHCS by the Guarantor, or against the Guarantor personally, or against any property of the Guarantor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement as to the laws of the state which shall govern the rights and obligations of the Guarantor and OHCS hereunder or of the submission made by the Guarantor to personal jurisdiction within the State of Oregon. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the state where an action on this Guaranty is commenced. In no event will this provision be construed as a waiver by OHCS or 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. OHCS and the State of Oregon expressly reserve all sovereignty rights.

16. Setoff. Upon the occurrence and during the continuance of any Event of Default, OHCS is authorized at any time and from time to time, without notice to the Guarantor (any such notice being expressly waived by the Guarantor) and to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by OHCS to or for the credit or the account of any of the Guarantor against any and all of the obligations of the Guarantor now or hereafter existing under this Guaranty irrespective of whether or not OHCS shall have made any demand hereunder and although such obligations may be unmatured. The rights of OHCS under this Section are in addition to other rights and remedies (including, without limitation, other rights of setoff) which OHCS may have under applicable law.

17. Remedies Not Exclusive. No right or remedy herein conferred upon or reserved to OHCS is intended to be exclusive of any other available remedy or remedies but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but only by an instrument in writing duly executed by OHCS.

18. Applicable Law. This Guaranty is delivered in and made in and shall in all respects be construed pursuant to the laws of the State of Oregon without regard to principles of conflicts of law.

19. Successors and Assigns. This Guaranty, and each and every part hereof, shall be binding upon Guarantor and upon his heirs, administrators, representatives, executors, successors and assigns and shall inure to the benefit of each and every future holder of any of the Note or the Loan Documents, including the heirs, administrators, representatives, executors, successors and assigns of OHCS.

20. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to their respective addresses as set forth herein, or to such other places any party hereto may hereafter by notice in writing designate, shall constitute service of notice hereunder. Guarantor hereby represents and warrants to OHCS that the address of Guarantor as specified on **Exhibit B** is true and correct and until OHCS shall have actually received a written notice specifying any such change of address and specifically requesting that notices be issued to such changed address, OHCS may rely on the address stated as being accurate. Guarantor hereby agrees to provide OHCS with written notice of any change of address of the Guarantor within fifteen (15) days of such change.

21. Returned Payments. The Guarantor agrees that if, at any time, all or any part of any payment previously applied by OHCS to any of the Obligations must be returned by OHCS for any reason, whether by court order, administrative order or settlement, the Guarantor shall remain liable for the full amount returned as if said amount had never been received by OHCS, notwithstanding any term of this Guaranty or the cancellation or return of any note or other agreement evidencing the Obligations.

22. Bankruptcy of Borrower. In any bankruptcy or other proceeding in which the filing of claims is required by law, Guarantor shall file all claims which Guarantor may have against Borrower relating to any indebtedness of Borrower to Guarantor and shall assign to OHCS all rights of Guarantor thereunder. If Guarantor does not file any such claim, OHCS, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in OHCS's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of OHCS's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. OHCS or its nominee shall have the right, in its reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to OHCS the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to OHCS all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations hereunder shall not be satisfied except to the extent that OHCS receives cash by reason of any such payment or distribution. If OHCS receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty. If all or any portion of the Obligations hereunder are paid or performed, the obligations of Guarantor hereunder shall continue and shall remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from OHCS as a preference, fraudulent transfer or otherwise under the Bankruptcy

Code or other similar laws, irrespective of (a) any notice of revocation given by Guarantor prior to such avoidance or recovery, or (b) full payment and performance of all of the indebtedness and obligations evidenced and secured by the Loan Documents.

23. [Reserved]

24. Additional, Independent and Unsecured Obligations. This Guaranty is a continuing guaranty of payment and not of collection and cannot be revoked by Guarantor and shall continue to be effective with respect to any indebtedness referenced in Section 3 hereof arising or created after any attempted revocation hereof or after the death of any Guarantor (if Guarantor is a natural person, in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs). All of the obligations of Guarantor hereunder shall be in addition to and shall not limit or in any way affect the obligations of Guarantor under any other existing or future guaranties unless said other guaranties are expressly modified or revoked in writing. This Guaranty is independent of the obligations of Borrower under the Note, the Trust Deed and the other Loan Documents. OHCS may bring a separate action to enforce the provisions hereof against Guarantor without taking action against Borrower or any other party or joining Borrower or any other party as a party to such action. Except as otherwise provided in this Guaranty, this Guaranty is not secured and shall not be deemed to be secured by any security instrument unless such security instrument expressly recites that it secures this Guaranty.

25. Attorneys' Fees, Enforcement. If any attorney is engaged by OHCS to enforce or defend any provision of this Guaranty, or any of the Loan Documents relating to the construction of the Improvements, or as a consequence of any Default, breach or failure of condition under the Loan Documents relating to the construction of the Improvements, with or without the filing of any legal action or proceeding, Guarantor shall pay to OHCS, immediately upon demand all reasonable attorneys' fees and costs incurred by OHCS in connection therewith, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance of the Note as specified therein. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by OHCS. Reasonable attorneys' fees shall not exceed the rate charged to OHCS by its counsel.

26. Rules of Construction. The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Guaranty is executed by more than one person, the term "Guarantor" shall include all such persons. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and vice versa. All headings appearing in this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

27. Credit Reports. Each legal entity and individual obligated on this Guaranty hereby authorizes OHCS to order and obtain, from a credit reporting agency of OHCS' choice, a third party credit report on such legal entity and individual.

28. Enforceability. Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantor in this Guaranty are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of OHCS's consideration for entering into this transaction, OHCS has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and (d) Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to OHCS that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by OHCS, and that OHCS is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

29. Joint and Several. Guarantor acknowledges that the obligations under this Guaranty are joint and several, with any other guarantor of the Obligations.

30. Reinstatement. This Guaranty shall continue to be effective or shall be reinstated and revived, as the case may be if, for any reason, any payment of the Obligations by or on behalf of Borrower (or receipt of any proceeds of Collateral) shall be rescinded, invalidated, declared to be fraudulent or preferential, set aside, voided or otherwise required to be repaid to Borrower, its estate, trustee, receiver or any other party (including under the Bankruptcy Code or other state or federal law), or must otherwise be restored by OHCS, whether as a result of proceedings in bankruptcy or reorganization or otherwise. To the extent any payment is so rescinded, set aside, voided or otherwise repaid or restored, the Obligations shall be revived in full force and effect without reduction or discharge for such payment. All losses, damages, costs and expenses that OHCS may suffer or incur as a result of any voided or otherwise set aside payments shall be specifically covered by the guaranty in favor of OHCS contained in Section 3 hereof.

31. Eligible Contract Participant Savings Clause. Notwithstanding anything herein to the contrary, the obligations of a Guarantor hereunder shall not include any obligation to pay or perform the obligations of Borrower under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act (7 U.S.C. §1, et seq., as amended from time to time, and any successor statute) if and only to the extent that the guarantee by such Guarantor of, or the grant by such Guarantor of a security interest to secure, such obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation thereof), including by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee by such Guarantor or the grant of such security interest becomes effective with respect to such obligation.

32. Oral Agreements Disclaimer. **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY OHCS CONCERNING**

Repayment and Completion Guaranty Agreement

Project Name Apartments, Project No. ##

LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY OHCS TO BE ENFORCEABLE.

[Signature pages follow]

DRAFT

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR:

Sponsor Name,

an Oregon public benefit corporation

By: _____

Signor

Title

STATE OF OREGON)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017 by **Signor**, as **Title** of **Sponsor name**, an Oregon public benefit corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

Signor,
an individual

Signor

STATE OF OREGON)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017 by **Signor** an individual, for himself.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

[The balance of this page is intentionally left blank.]

OHCS:

**STATE OF OREGON, acting by and through its
Housing and Community Services Department**

By: _____
Heather Pate, Manager
Multifamily Housing Finance Section

STATE OF OREGON)
 : ss
County of Marion)

The foregoing instrument was acknowledged before me this ___ day of July, 2017 by Heather Pate, who is the Manager of the Multifamily Housing Finance Section, for and on behalf of OHCS.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

[The balance of this page is intentionally left blank.]

EXHIBIT A

[Legal Description of the Land]

Real property in the County of **COUNTY**, State of Oregon, described as follows: **Legal Description**

DRAFT

EXHIBIT B

[Notice Addresses]

Sponsor
street address,
city, state, zip
Attn:

DRAFT