
MASTER SUBLEASE

by and between

**MHA-TRINITY APARTMENTS, LLC
and
HW-TRINITY APARTMENTS, LLC**

(collectively, as Landlord)

and

CITY OF MISSOULA

(as Tenant)

Dated: _____, 2021

MASTER SUBLEASE

THIS MASTER SUBLEASE (this “Sublease” or this “Master Sublease”) is made and entered into as of _____, 2021, by and between MHA-TRINITY APARTMENTS, LLC, a Montana limited liability company (“**MHA-Trinity**”) and HW-TRINITY APARTMENTS, LLC, a Montana limited liability company (“**HW-Trinity**”) and collectively with MHA-Trinity, the “**Landlord**”) and the CITY OF MISSOULA, a public body corporate and politic under the state of Montana (the “**Tenant**”).

RECITALS

WHEREAS, Trinity Apartments, LLLP, a Montana limited liability partnership (“**Owner**”) is the owner of certain land more particularly described in Exhibit A attached hereto (the “**Land**”), together with the building to be constructed thereon known as Trinity Navigation Center (the “**Building**”) situated at 2200 Mullan Road, Missoula, MT 59808 (Owner’s interest in the Land, the Building and all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining thereto, the “**Property**”);

WHEREAS, Landlord wishes to sublease a portion of the Building consisting of approximately 6,373 square feet (the “**Facility**”) as further depicted in the diagram attached hereto as Exhibit B and 37 parking spaces in the surface parking lot as depicted in Exhibit C, attached hereto (the “**Parking Area**,” and together with the “**Facility**,” the “**Leased Premises**”) from Owner pursuant to that certain Master Lease by and between Owner and Landlord (the “**Master Lease**”);

WHEREAS, the Tenant desires to sublease the Leased Premises from Landlord pursuant to the terms and conditions as further described herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and the Tenant agree as follows:

ARTICLE 1

DEFINED TERMS

The following defined terms used herein shall have the meanings specified below:

“**ADA**” has the meaning set forth in Section 3.1.

“**Additional Rent**” has the meaning set forth in Section 4.2.

“**Architect**” means Intrinsik Architecture, Inc.

“**Appraised Value**” has the meaning set forth in Section 12.1(a).

“**Bankruptcy**” or “**Bankrupt**” as to any Person means the filing of a petition for relief as to any such Person as debtor or bankrupt under the Bankruptcy Code of 1978 or

like provision of law (except if such petition is contested by such Person and has been dismissed within 60 days); insolvency of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of its assets; commencement of any proceedings relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within 60 days.

“Bankruptcy Code” shall mean Title 11 of the United States Code.

“Base Rent” has the meaning set forth in Section 4.1.

“Building” has the meaning set forth in the Recitals.

“City” means Missoula, Montana.

“Closing” means the date on which this Master Sublease is fully executed and delivered by both Landlord and the Tenant.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law.

“Commencement Date” means the day prior to the first date on which the Facility is placed in service.

“Common Operating Expenses” has the meaning set forth in Section 5.2.

“Completion” has the meaning set forth in Section 3.3.

“Condemnation Award” means the aggregate amount of any condemnation award or awards payable with respect to a Taking, whether by agreement or pursuant to a judgment or otherwise, including consequential damages, with any interest on such amount, net of any unreimbursed costs and expenses of collecting the same.

“Consent” means prior written consent or approval, as the context may require, to do the act or thing for which the consent is solicited.

“Contractor” means Headwaters Construction Company, which is the general contractor for the Project.

“Construction” means the development and construction of the work on the Property described in the Plans and Specifications, together with any other work on the Property contemplated in the Property Documents.

“Construction Contracts” means that certain A102-2017 Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price by and between Owner and Contractor dated as of May 6, 2021, and any additional construction contracts (including all exhibits and attachments thereto) that may be entered into between Owner and the Contractor for construction, site work, and improvements on the Property as such contracts may be amended from time to time, pursuant to which the Property is being constructed and improved.

“Designated Prime Rate” means the prime commercial rate of interest as published from time to time in The Wall Street Journal, or such other source as the parties may agree, adjusted as such rate adjusts.

“Environmental Laws” means the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq., and/or the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the applicable provisions of applicable Montana statutes, each as amended from time to time and any other federal, state, or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, judicial decision, common law rule, decree, agency interpretation, injunction or other authorization or requirement whenever promulgated, issued, or modified, including the requirement to register underground storage tanks, relating to:

(i) emissions, discharges, spills, releases, or threatened release of pollutants, contaminants, Hazardous Substances (as hereinafter defined), materials containing Hazardous Substances, or hazardous or toxic materials or wastes into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; or

(ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Substances, materials containing Hazardous Substances or hazardous and/or toxic wastes, material, products, or by-products (or of equipment or apparatus containing Hazardous Substances).

“Event of Default” has the meaning set forth in Section 10.1.

“Exterior Repairs” means all necessary or customary maintenance, replacements, and renewals, made in the ordinary course of the operation of the Building, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, affecting the exterior of the Building (and including the exterior of the Facility) and excluding the interior of the Facility.

“Facility” means that portion of the Building consisting of approximately 6,373 square feet, which Landlord and Tenant have stipulated as the rentable area of the Building,

which stipulation shall be binding on Landlord and Tenant, all as further depicted in the diagram attached hereto as Exhibit B.

“Facility Operating Expenses” mean all expenses of operation of the Facility, including without limitation, costs of utilities, maintenance, Interior Repairs and necessary replacements, insurance premiums over Tenant’s Personal Property, professional and management fees, and miscellaneous expenses.

“Force Majeure” means acts of God, fire, storm, strikes, blackouts, labor disputes, riot or civil insurrection, terrorism, inability to obtain materials, equipment or labor, or unusual weather conditions.

“Hazardous Substance” means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any applicable Environmental Laws, (ii) petroleum and petroleum products including crude oil and any fractions thereof, (iii) natural gas, synthetic gas, and any mixtures thereof, (iv) asbestos and/or any material which contains any hydrated mineral silicate, including but not limited to chrysolite, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable, (v) PCBs, or PCB-containing materials or fluids, (vi) radon, (vii) any other hazardous, radioactive, toxic, or noxious substance, materials, pollutant, or solid, liquid or gaseous waste, and (viii) any substance with respect to which a federal, state or local agency requires environmental investigation, monitoring, or remediation.

“Insurance Proceeds” means the proceeds obtained under any insurance policy maintained with respect to the Property, net of the unreimbursed costs and expenses incurred in the collection of such proceeds.

“Interior Repairs” means all necessary or customary maintenance, replacements, and renewals, made in the ordinary course of the operation of the Facility, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, affecting the interior of the Facility and excluding the exterior of the Facility.

“Lease Year” means, in the case of the first lease year, the period from the Commencement Date through December 31st of the year which includes the Commencement Date; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Master Sublease on any day other than the last day of the last Lease Year then such Lease Year shall be the period commencing with the day following the end of the preceding Lease Year through and including the date of termination.

“Legal Requirements” shall mean all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities and the appropriate officers, departments, and boards thereof applicable to the Facility.

“Limited Partner” shall mean the limited partner of Trinity Apartments, LLLP, of which Landlord is the general partner.

“Master Sublease Payment” has the meaning set forth in Section 4.2.

“Minor Alteration” has the meaning set forth in Section 6.2.

“Notice” means a written notice containing the information required by this Master Sublease to be communicated to Landlord or the Tenant, as the case may be, and addressed and delivered in accordance with the provisions of Section 12.9 of this Sublease.

“Partnership Agreement” means that certain First Amended and Restated Agreement of Limited Partnership of Owner, dated as of the date hereof, as may be amended.

“Permitted Encumbrances” means the encumbrances and exceptions set forth in Exhibit A-3 of the Partnership Agreement.

“Permitted Use” has the meaning set forth in the recitals.

“Plans and Specifications” means the plans and specifications described in that certain Architect’s Certificate from the Architect to the Owner, Tenant and Landlord as such plans and specifications may be changed from time to time with the approval of any applicable governmental entities, if such approval shall be required; provided, however, that Landlord shall not authorize any change to the Plans and Specifications regarding the Facility unless the Tenant’s approval of such change has been obtained.

“Project” means the construction and development of the Facility, the Building, and all improvements to the Property contemplated by the Property Documents.

“Property” has the meaning given such term in the Recitals.

“Property Documents” means this Master Sublease, the Master Lease, the Partnership Agreement, the Plans and Specifications, the agreement with the Architect, the Construction Contracts, and any other documents relating to the Property by which Landlord is bound.

“Rent” means all Base Rent, Additional Rent and all other charges and costs hereunder payable by the Tenant to or on behalf of Landlord under this Sublease.

“Signage” has the meaning set forth in Section 7.2.

“Taking” means any taking of the title to, access to, or use of all or any part of the Facility and/or the Property and/or the Building, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain affecting the Property or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking. A Taking may be total or partial, permanent or temporary.

“Temporary Taking” means a Taking that does not extend beyond the Term, so that Landlord’s reversionary interest hereunder is unaffected by such Taking.

“Tenant Insurance Policy” has the meaning set forth in Section 8.1(a).

“Tenant’s Personal Property” shall mean any personal property owned by the Tenant and located upon or used by the Tenant in connection with the Facility, including without limitation (to the extent owned by the Tenant):

(i) any fixtures, equipment, and other tangible personal property owned by the Tenant and located at or on or intended to be used in connection with the Facility; all articles of personal property now or hereafter attached to or intended to be used in or about or in connection with the Facility; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Facility;

(ii) all contracts, contract rights, accounts, warranties, and agreements, including rights to return of deposits, prepaid premiums or other payments; receivables, rents, chattel paper and instruments, property rights, trade names, plans and specifications, permits, approvals and general intangibles and all other choices in action now or hereafter existing with respect to the Facility, and all proceeds from the foregoing;

(iii) all insurance proceeds, including interest, payable to the Tenant in connection with any damage or loss to the Facility; all eminent domain awards made with respect to the Facility; and

(iv) all books and records maintained by the Tenant and relating to the operation of the Facility.

“Term” means the term commencing on the Commencement Date and ending fifteen (15) years thereafter, unless sooner terminated as provided for herein.

“Utility Charges” has the meaning set forth in Section 5.5.

ARTICLE 2

FACILITY, TERM AND SUBORDINATION

Section 2.1 Facility. Landlord hereby subleases and demises to the Tenant, and the Tenant hereby subleases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Master Sublease, the Facility. Landlord also grants to Tenant a right of access over and through the Property as necessary for ingress and egress to and from the Facility as such access is demonstrated in the Plans and Specifications.

Section 2.2 Parking. In addition to the Facility, Landlord provides to Tenant, and the Tenant’s guests, staff, and all licensees, the exclusive use of 37 parking spaces in the surface parking lot as depicted in Exhibit C, attached hereto.

Section 2.3 Term. The Facility is hereby subleased unto the Tenant and its successors and assigns for the Term.

Section 2.4 Delivery; Title. Landlord shall deliver possession of the Facility to the Tenant on the Commencement Date, and the Tenant shall hold the Leasehold Interest free of all title defects and encumbrances caused by Landlord except the Permitted Encumbrances.

Section 2.5 Reserved.

Section 2.6 Reserved.

Section 2.7 Reserved.

Section 2.8 Reserved.

ARTICLE 3

CONSTRUCTION

Section 3.1 Construction of the Project. Pursuant to the Property Documents, completion of the construction of the Property is intended to occur on or before December 31, 2023. Landlord shall keep the Tenant informed as to the progress of construction and will notify the Tenant, in writing, of any material change in the projected completion date as soon as practicable. All costs of construction of the Project will be paid by Owner at Owner's sole cost and expense. All costs for the Tenant's Personal Property shall be paid for by the Tenant and shall not be considered a part of the construction of the Project. The construction of the Project shall be completed in a good and workmanlike manner, free and clear of all mechanic's, materialman's or similar liens, in compliance with Legal Requirements, including without limitation, the American with Disabilities Act, as amended (the "ADA") and shall equip the Building or cause the same to be equipped in accordance with the Property Documents.

Section 3.2 Plans and Specifications. The Building shall be completed substantially in accordance with the Property Documents.

Section 3.3 Completion. The Project shall be deemed to be complete upon achievement of all of the following and delivery to the Tenant of evidence of achievement thereof, in form and substance reasonably acceptable to such parties (referred to herein as "**Completion**"):

- (a) delivery to the Tenant of a certification of completion, signed by the Project design and inspecting architect, certifying that the Facility has been completed in accordance with the Plans and Specifications;
- (b) issuance of temporary or permanent certificates of occupancy for the Facility;
- and

- (c) evidence that the improvements otherwise have been constructed substantially in accordance with the Property Documents and that there are no mechanic's or materialmen's liens outstanding or that may arise in connection with the Project.

Upon Notice from Landlord to the Tenant that Landlord believes Completion has occurred, Landlord and the Tenant shall jointly inspect the Property and list any items that remain to be completed, and Landlord shall cause Owner to diligently pursue completion of the same, if any. In addition, the Tenant has 30 days after the Commencement Date to notify Landlord in writing of any other punch list item that the Tenant believes have not been properly performed or completed, and Landlord shall cause the Owner to diligently pursue completion of any such item that was properly the responsibility of the Owner per the Plans and Specifications and the provisions of this Sublease.

ARTICLE 4

RENT

Section 4.1 Base Rent. For the Term, the Tenant shall pay an annual base rent (hereinafter referred to as "**Base Rent**") to Landlord for the Facility for each Lease Year, in the annual amount beginning in the first Lease Year of Ten Thousand and No/100 Dollars (\$10,000.00), subject to a two percent (2%) increase in the Base Rent for each Lease Year, which shall be payable in twelve (12) monthly installments by Tenant to Landlord.

Section 4.2 Additional Rent/Manner of Payment. This Sublease is a hybrid form of a net lease, it being understood that Landlord shall receive the Base Rent payment set forth in Section 4.1 hereof free and clear of any and all expenses for which Tenant is responsible pursuant to the terms hereof. During the Term, all of such charges, costs and expenses when due shall constitute additional rent hereunder ("**Additional Rent**"), even though not necessarily payable to Landlord, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Master Sublease for the failure of Tenant to make any payment of Base Rent and other amounts becoming due from the Tenant to Landlord hereunder. Base Rent, Additional Rent and other amounts becoming due from the Tenant to Landlord hereunder (hereinafter collectively referred to as the "**Master Sublease Payment**") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to the Tenant. All Master Sublease Payments shall be payable without deduction, set-off, recoupment, counterclaim or demand, and regardless of the Tenant's loss of rental income or damage to the Facility caused by a casualty.

Section 4.3 Default Rate of Interest. Master Sublease Payments not paid within fifteen (15) days from the date when due shall bear interest from the date due until paid at the annual rate of one percent (1%) in excess of the Prime Rate. The Tenant shall pay as an Imposition an amount equal to any late fees, default interest or other penalties incurred

by Landlord in connection with any loan as a result of failure by the Tenant to make any Master Sublease Payment when due.

ARTICLE 5

TAXES AND OPERATING EXPENSES

Section 5.1 Facility Operating Expenses. As such costs relate exclusively to the Facility, the Tenant covenants and agrees to pay all Interior Repairs, liens, insurance for Tenant's Personal Property, and all other operating expenses exclusive to the Facility, if any, which are due and payable during the Term hereof (collectively, the "**Facility Operating Expenses**"). Tenant agrees that it shall provide for security to monitor the Facility during hours of operation of the Facility and that the costs of such Security shall be included as a Facility Operating Expense. Notwithstanding the foregoing, nothing in this Master Sublease shall obligate the Tenant to pay any portion of any income tax, capital levy, estate, succession, inheritance, transfer or similar taxes of Landlord or any franchise tax imposed upon Landlord or any income, profits or revenue tax, assessment or charge imposed upon the Master Sublease Payment or any other payment or other benefit received by Landlord under this Master Sublease by any governmental authority.

Section 5.2 Common Operating Expenses. Those expenses affecting both the Facility and the remainder of the Building shall be payable by flat fee from Tenant to Landlord. Such expenses may include but are not limited to:

- (a) Exterior Repairs;
- (b) Maintenance costs of all common areas used collectively by the residents, guests, staff members or other licensees of the Facility and residents, guests, staff members or other licensees of Landlord; and
- (c) Payments to service providers for services such as trash collection, landscaping, plowing, exterior painting and minor exterior repairs.

Any expenses associated with the above (the "**Common Operating Expenses**"), shall be paid for by Owner and in the name of Owner and the Tenant shall pay Landlord a flat fee, which amount shall be payable monthly. The flat fee shall be calculated annually based on an operating budget for the Facility and Landlord shall provide the amount of Common Operation Expenses for the upcoming year, indicating the amount payable monthly, no later than thirty (30) days before payments for the applicable year begins.

Section 5.3 Property Management. Tenant shall enter into a property management agreement with MISSOULA HOUSING AUTHORITY, a public body and a body corporate and politic organized in accordance with Title 7, Chapter 15, Parts 44 and 45, Montana Code Annotated for property management services for the Facility.

Section 5.4 Taxes. Taxes payable shall include, without limitation, all general real property taxes and general, special and area-wide assessments, charges, fees, assessments for transit, police, fire or other governmental services or purported benefits to

the Project, service payments in lieu of or in addition to real estate taxes, and, exclusive of any, any tax, fee or excise on the act of entering into this Sublease or on the use or occupancy of the Project or any part thereof or on the rent payable under this Sublease or in connection with the business of renting the Project, that may be now or may hereafter be levied or assessed against the Project or Owner by the United States of America, the State of Montana, the City of Missoula, or any political subdivision or other political or public entity. Should any governmental agency or political subdivision impose any taxes and/or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes and assessments presently levied and assessed against the Property as well as the improvements thereon, or in addition thereto, (excepting any taxes based upon the rentals received by Landlord hereunder), such taxes and/or assessments shall be deemed to constitute a tax for the purpose of this Section 5 and shall be paid by Owner; provided, however, that the Tenant shall reimburse Landlord for the Tenant's pro rata share of such taxes based upon the square footage of the Facility as it relates to the Property. Notwithstanding the foregoing, Landlord shall cooperate with the Tenant should the Tenant attempt to obtain an exemption of the Facility from real property taxes, and should the Facility be provided a tax exemption, the amount owed to Landlord by the Tenant under this Section 5.4, shall be reduced by the dollar value of such exception. Taxes payable hereunder shall also include all reasonable costs incurred in connection with proceedings to contest, determine or reduce any such taxes, charges or assessments. Landlord shall furnish to the Tenant a "paid" receipt respecting any tax bill or other evidence of the payment of such taxes, assessments and charges prior to the delinquency date thereof. The obligations under this Section 5 shall survive the expiration or earlier termination of this Sublease respecting taxes accrued prior thereto. If any impositions paid by Landlord relating to the Property are subsequently refunded, rebated or credited by the tax authorities and such refund, rebate or credit goes to Landlord, Landlord shall either, in its discretion, promptly refund such amounts to the Tenant or provide the Tenant with a credit against future rent next becoming due in an amount equal to any such refund, rebate, or credit in the Tenant's pro rata share.

Section 5.5 Utilities. Utilities for the Facility will be metered separately from the remainder of the Building. The Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to the Tenant in connection with the Facility ("**Utility Charges**") and shall not contract for the same in Landlord's name.

Section 5.6 Other. The Tenant covenants to pay and discharge, when the same shall become due, all other amounts, liabilities and obligations which the Tenant assumes or agrees to pay or discharge pursuant to this Master Sublease, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof and which payment the Tenant has failed to make when due.

ARTICLE 6

INDEMNITY AND LIENS

Section 6.1 Repairs.

- (a) All Interior Repairs made by the Tenant shall be at least equal in quality and cost to the original improvements. The necessity for or adequacy of Interior Repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that the Tenant shall in any event make all Interior Repairs reasonably necessary to avoid any structural damage or other damage or injury to the Building.

Except for providing necessary accommodation for ingress and egress to the Facility, and temporary loading space at the Facility, Landlord shall not be required to furnish any services or facilities or to make any Interior Repairs in, about or to the Facility. The Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, and management of the Facility, except for any necessary Exterior Repairs which the Landlord shall cause the Owner to provide and except for repairs of any latent defects in the Premises (other than work performed by or on behalf of the Tenant) of which the Tenant notifies Landlord within one (1) year after the Commencement Date. Should there be any defects in the Construction of the Premises, Landlord shall cause Owner to pursue all reasonable action, including legal action and the enforcement of any guaranties or warranties, to correct such defects and/or collect monies sufficient to correct such defects. The Tenant shall have the right to join in and participate in any legal action regarding the Construction affecting the Premises.

The Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Facility, or permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed.

- (b) Landlord shall cause Owner to make all Exterior Repairs in a manner that is at least equal in quality to the original improvements, as determined by Landlord in its reasonable discretion. The necessity for or adequacy of Exterior Repairs shall be measured by the standards which are appropriate for improvements of similar construction and class, provided that Landlord shall cause Owner to, in any event make all Exterior Repairs it deems reasonably necessary to avoid any structural damage or other damage or injury to the Building. The Tenant shall not be required to make any Exterior Repairs in, about or to the Building. Landlord hereby assumes the full and sole responsibility for the condition, operation, repair, and management of the Building, except for any necessary Interior Repairs which shall be provided by the Tenant.

Section 6.2 Alterations. Except for Interior Repairs and Minor Alterations (hereinafter defined) the Tenant shall not, without the Consent of Landlord (which shall not be unreasonably withheld, delayed or conditioned), make any alterations, additions or improvements to the Facility. Any such Tenant work and all such tenant improvements must be completed in a good and workmanlike manner, with new materials and equipment equal to or exceeding the Building-standard, and in conformity with all applicable Legal Requirements. Landlord's Consent shall not be required for any alteration, addition or

improvement that satisfied all of the following criteria (a “**Minor Alteration**”): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from outside the Premises or Building; (c) will not affect the systems or structure of the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises.

Before commencement of any work for which Landlord’s Consent is required, the Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be reasonably satisfactory to Landlord.

The Tenant shall have the right to contest any lien or encumbrance placed on the Facility by appropriate proceedings which shall prevent the collection of or other realization upon to satisfy the same, provided that such contest shall not subject Landlord to the risk of any criminal liability or civil penalty, and provided further that the Tenant shall give Landlord such other reasonable security as may be requested by Landlord to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Facility by reason of such nonpayment, and the Tenant hereby indemnifies Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested pursuant to this Section 6.2, the Tenant shall promptly pay any amount determined in such proceeding to be due, and in the event the Tenant fails to make such payment, Landlord shall have the right after giving ten (10) days’ Notice to the Tenant to make any such payment on behalf of the Tenant and charge the Tenant therefor.

ARTICLE 7

USE AND ASSIGNMENT

Section 7.1 Use. The Premises shall be used for any lawful use that is suitable and consistent with the use of the remainder of the Project by the Landlord as a residence for low-income households, consistent with the Sublease Policies attached as Exhibit C to this Lease, in accordance with the requirements of Section 7.4, consistent with the representations of the Landlord in its application for low-income housing tax credits, and in compliance with any additional restrictions set forth in the reservation letter, carryover agreement or regulatory agreements affecting Landlord and the award of low-income housing tax credits for the Project. The Tenant shall have the right to use the Facility solely for the operation of a drop in center for homeless and other disadvantaged persons which shall commonly be known as the Navigation Center. The Tenant must maintain the Facility as a Community Service Facility as that term is described under Section 42(d)(4)(C)(iii) of the Code in that the following conditions are met: (1) the services provided at the Facility will improve the quality of life for the community residents; (2) the services provided at the Facility will be appropriate and helpful to individuals in the area of the Facility whose income is 60% or less of the area median income; and (3) the fees charged for the services provided at the Facility must be affordable to individuals whose income is 60% or less than

area median income (collectively, the “IRS Community Service Facility Rules”). Additionally, it is intended that Tenant’s use of the Premises and/or the Facility, as applicable, shall at all times fall within the parameters provided by Revenue Ruling 2003-77 and 2004-82, as the same may be modified, amplified and superseded (collectively, the “IRS Community Service Facility Rulings”). Tenant shall not change the use of the Facility without the prior written Consent of Limited Partner. The Tenant shall not use any Hazardous Substances, except in compliance with all laws and to the extent reasonable or appropriate in connection with the lawful use of the Facility in the ordinary course of the Tenant’s business, and the Tenant shall comply with all Environmental Laws in connection with such use.

Section 7.2 Signage. The Tenant shall have the right to suite, directory, interior, exterior Building facade, and monument signage (collectively, the “**Signage**”), in a design and location as mutually agreed on by the Tenant and Landlord. The Signage shall include, but not be limited to, prominent monument signage. The Signage shall be installed and maintained at the sole cost of the Tenant. Should Landlord propose any alteration of the Signage, the Consent of the Tenant shall be required before Landlord makes any such alteration, which Consent shall not be unreasonably withheld or delayed. Should the Tenant request any changes to the Signage, the Consent of Landlord shall be required, which Consent shall not be unreasonably withheld or delayed. If Landlord approves of a request by the Tenant to alter the Signage, Landlord shall effectuate the alterations but the cost of such alterations shall be at the sole cost of the Tenant. The term “alterations”, as used in this Section 7.2 shall include the full replacement of the Signage.

Section 7.3 Facility Access. The guests, staff, and other licensees of the Tenant shall have continued access to the Facility and the Facility’s terrace via the sidewalks, entries, passages, driveways, and stairways as provided in the Plans and Specifications. Landlord, its residents, staff, or other licensees shall not obstruct, hinder, or alter Tenant’s access to such sidewalks, entries, passages, driveways, and stairways, except as reasonably necessary for repairs or alterations and only after providing the Tenant with reasonable notice of such obstruction, hindrance, or alteration.

Section 7.4 Transfer, Assignment, or Sublease. The Tenant may not sell, assign, encumber, or sublease its interest in, to and under this Master Sublease without the prior written Consent of Landlord and the Limited Partner, which Consent shall not be unreasonably withheld, conditioned, or delayed.

Section 7.5 Compliance with Law. The Tenant shall, at its expense, perform all its activities on the Facility in compliance with the Legal Requirements, as the same may be administered by authorized governmental officials, and, to the extent that it should fail to do so beyond any applicable grace or cure period, Landlord shall have the right to cause such compliance and the reasonable and actual amount expended or advanced on behalf of the Tenant by Landlord on account thereof shall constitute an Imposition.

Section 7.6 Mechanics’ Liens. Landlord and the Tenant shall use reasonable efforts throughout the Term hereof to prevent any mechanic’s liens or other liens for their respective work, labor, services or materials from being filed or recorded against the

Property or any portion thereof; in the event that any such lien shall be filed, the party that commissioned the work, labor, services or materials in question, shall bond over or procure the release or discharge thereof within forty-five (45) days either by payment or in such other manner as may be prescribed by law, and shall hold the other party harmless from and indemnified against any loss or damage related thereto.

Section 7.7 Surrender of Facility. At the termination of this Master Sublease or any portion thereof, the Tenant shall peaceably leave, quit and surrender the Facility, or the portion thereof so terminated, and the Tenant's right, title and interest in all subleases, subject to the rights of subtenants in possession, provided that such subtenants are not in default under their subleases and shall attorn to Landlord as its lessor. Upon such termination, the Facility, or portion thereof so terminated, and the Tenant's right, title and interest in all subleases shall become the sole property of Landlord at no cost to Landlord and shall be free of all liens and encumbrances and in the condition required by the terms of this Sublease, and, in the event of a casualty, shall be subject to the provisions of Article 8 hereof.

Section 7.8 Easements; Annexation. Landlord agrees that it shall not unreasonably withhold or delay its Consent, and shall cause the Owner to join with the Tenant from time to time during the Term in the granting of easements affecting the Property which are for the purpose of providing utility services for the Building. As a condition precedent to the exercise by the Tenant of any of the powers granted to the Tenant in this Section, the Tenant shall give Notice to Landlord of the action to be taken, shall certify to Owner, that in the Tenant's opinion such action will not adversely affect either the value or the use of the Property or the Building, and shall deliver all instruments reasonably required of the Tenant by any holder of any mortgage affecting the Property.

Section 7.9 Tax Attributes. The parties acknowledge that Owner shall be deemed to be the sole owner of the Property for all purposes, Owner alone shall be entitled to all of the tax attributes of ownership of the Property, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Code, and Owner shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Property. The Tenant expressly waives and relinquishes in favor of Owner any rights to claim the benefit of or to use any federal or state tax credits or depreciation benefits that are currently or may become, available during the Term as a result of the Facility constituting part of the Property, or any equipment, furniture or fixtures installed by Owner on the Property whether or not such items become a part of the realty, and the Tenant agrees to execute and deliver to Owner any election form required to evidence Owner's right to claim tax credits or depreciation benefits on improvements made or property installed by Owner.

ARTICLE 8

INSURANCE AND CASUALTY; CONDEMNATION

Section 8.1 Insurance and Casualty.

- (a) Except as otherwise provided herein, from and after the Commencement Date, Landlord shall cause Owner to procure and maintain policies of insurance, with the Tenant as an additional insured, including, without limitation, casualty insurance for the Property, at its sole cost and expense, during the entire term of this Master Sublease with terms and coverages and companies reasonably satisfactory to the Tenant and with such increases in limits as the Tenant may from time to time reasonably request, including all insurance required under the Property Documents. Notwithstanding the foregoing, the Tenant shall procure and maintain policies of commercial general liability and/or excess/umbrella liability insurance with an aggregate limit of not less than \$750,000 per occurrence and \$1,500,000 in aggregate, worker's compensation insurance, and insurance over the Tenant's Personal Property, and such other insurance as may reasonably be required by any lenders to the Property or any investor partner of Owner, at its sole cost and expense, during the entire term of this Master Sublease with terms and coverages and companies reasonably satisfactory to Owner and with such increases in limits as Landlord may from time to time reasonably request (the "**Tenant Insurance Policy**"). Excepting their policies for worker's compensation insurance and Personal Property, the Tenant shall include Landlord, Owner, the partners of Owner pursuant to the Partnership Agreement, and any identified lender provided to Tenant as additional insureds under the Tenant Insurance Policy.
- (b) With the exception of the Tenant Insurance Policy, all policies of insurance required hereunder which insure against loss or damage to the Property shall provide that the proceeds thereof (or so much of such proceeds as pertain to loss or damage to the Property) shall be payable to Owner, and if Owner so requests, shall also be payable to any contract purchaser of the Property and any holder of a mortgage affecting the Property, as the interest of such purchaser or holder of any mortgage affecting the Property appears pursuant to a standard additional insured clause. With the exception of the Tenant Insurance Policy, the Tenant shall not, on Tenant's own initiative or pursuant to request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder, unless Landlord and Owner are included therein as an additional insured with loss payable as in this Section, provided the Tenant shall immediately notify Landlord and any such holder of a mortgage affecting the Property whenever any such separate insurance is taken out and shall deliver to Landlord and any such holder of such mortgage duplicate originals thereof or original certificates evidencing the same with true copies of such insurance policies attached. All such policies of insurance shall provide that any loss shall be payable to Owner, Landlord and any such holder

of a mortgage notwithstanding any act or omission of the Tenant which might otherwise result in a forfeiture or reduction of such insurance.

- (c) If the Tenant shall fail to maintain any such insurance required hereunder, Landlord may, at Landlord's election, after fifteen (15) days' written notice to the Tenant, procure the same, and the premium cost shall be Additional Rent, immediately due and payable, it being hereby expressly covenanted and agreed that payment by Landlord of such commercially reasonable premium shall not be deemed to waive or release the obligation of the Tenant to payment thereof or any of Landlord's other rights hereunder.
- (d) Insurance proceeds recovered by reason of destruction of the improvements on the Property shall be held in escrow, and such proceeds shall be used to repair and restore the improvements so damaged to substantially the same condition as existed immediately prior to the damage or destruction and substantially in accordance with the Property Documents other than leasehold improvements that are not covered by insurance. Any excess may be applied first to Landlord to cover any past due Rent and then the balance, if any, to Landlord. Notwithstanding the foregoing, any insurance proceeds recovered under the Tenant Insurance Policy shall be provided directly to the Tenant to be used to repair, restore, and/or replace the Tenant's Personal Property.
- (e) Tenant Insurance Policy shall be written with carriers licensed to provide insurance in the state of Montana and rated by A-, V or better by A.M. Best unless a higher rating is required by any Lender to the Owner.

Section 8.2 Condemnation.

- (a) In the event the entire area of the Property shall be acquired by a Taking, and such Taking relates to the entire fee simple title to the Property, as well as to the right, title, and interest of the Tenant, the rights and obligations of the parties hereunder (except rights and obligations arising prior to such Taking and except rights and obligations provided in this Section) shall terminate as of the date of such Taking. The parties hereby agree that there shall be an abatement in the payment of Base Rent and other sums payable by the Tenant under the provisions of this Sublease occurring after the date of the Taking.
- (b) In the event the entire area of the Facility shall be acquired by a Taking, but the entire Property is not acquired by a Taking, the rights and obligations of the parties hereunder (except rights and obligations arising prior to such Taking and except rights and obligations provided in this Section) shall terminate as of the date of such Taking. The parties hereby agree that there shall be an abatement in the payment of Base Rent and other sums payable by the Tenant under the provisions of this Sublease occurring after the date of the Taking.
- (c) If there shall be a Taking of any portion of the Facility less than the whole, the Base Rent shall be reduced, as of the date of Taking, in the same proportion that

the rentable square footage of the Facility so taken compares to the total rentable square footage of the Facility immediately prior to such Taking. In the event of any such Taking described in this Subsection, the portion of the Facility not so taken shall be restored to good condition, and the Tenant shall be responsible for restoration of the improvements to the extent of available proceeds.

- (d) If there is a Taking of such a substantial portion of the Facility (but less than all) such that it shall no longer be reasonably economical or practical because of such Taking for the Tenant to utilize at least eighty percent (80%) of the space of the Facility, then the Tenant shall have the right, at its option, of terminating this Sublease by notice in writing to Landlord within ninety (90) days after notice of such Taking, and in such event the Sublease shall be terminated.
- (e) In the event of any Taking, the entire Condemnation Award for such taking shall belong to Owner. Tenant shall have no claim against Landlord or Owner or the award for the value of any unexpired term of this Sublease or otherwise. Tenant shall be entitled to independently pursue a separate award in a separate proceeding for Tenant's relocation costs directly associated with the taking, provided such separate award does not diminish Owner's award.

ARTICLE 9

CONDITION OF FACILITY

Section 9.1 Condition; Title. Except for the obligations of Landlord regarding the construction of the Project under Article 3 hereof, the Facility is demised and let in an "as is" condition as of the Commencement Date. The Facility is demised and let to the Tenant subject to:

- (a) zoning regulations, restrictions, rules, laws and ordinances now in effect or hereafter adopted by any governmental authority;
- (b) use of the Facility which is consistent with the terms of this Master Sublease; and
- (c) all mortgages and Permitted Encumbrances.

Section 9.2 No Encumbrances. Landlord covenants that it has good and marketable leasehold title to the Property, subject to Section 9.1, and that it has full right and lawful authority to enter into this Master Sublease in accordance with the terms hereof and to grant the estate demised hereby. Landlord further covenants that Landlord has received no written notice and has no knowledge of the intention of any party holding an easement affecting the Property or any part thereof to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing, or expanding existing facilities, conduits (including underground or overhead wires, cables or pipes) or systems for sewers, water, electric, gas, cable and other utilities). To the best of Landlord's

knowledge, none of the Permitted Encumbrances has or will have a material adverse effect upon the Construction or operation of the Property.

Section 9.3 Quiet Enjoyment. Landlord covenants that the Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Facility during the Term, subject only to the provisions of this Master Sublease and all applicable Legal Requirements, including without limitation the use restrictions set forth in Section 7.1, any mortgages affecting the Property and the Permitted Encumbrances. Notwithstanding the foregoing, Tenant acknowledges and agrees that Landlord and/or Owner, in person or through its agents, upon reasonable prior notice to the Tenant, subject to the rights of subtenants, shall have the right to enter upon the Facility for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Master Sublease. Landlord shall, and shall cause Owner to use commercially reasonable efforts in connection with any such entry to minimize any interference with the operations of Tenant and shall adhere to any and all of Tenant's security and privacy protocols. Landlord hereby agrees to indemnify and agrees to cause Owner to indemnify the Tenant from any and all loss, damage, or claim of injury to person or property incurred by the Tenant as a result of any gross negligence, misfeasance, and/or malfeasance on the part of Landlord, Owner, their respective employees, agents, or contractors in connection with inspections it makes pursuant to the prior sentence. Landlord shall provide such insurance as may be required by any lender with respect to any such activity to be undertaken on the Property by Landlord. The Tenant covenants that it shall take all reasonable steps to prevent unreasonable intrusive sounds, smells, or improper usage of the Facility by the Tenant's residents, guests, staff, or other licensees from interfering with Landlord's use of the remainder of the Building.

Section 9.4 Environmental Indemnity. The Tenant covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord), and save Landlord, its employees, agents, partners, and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, its employees, agents, partners or the Property or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Facility, (i) from and after the Commencement Date of this Master Sublease, or (ii) which migrate off of the Facility hereafter, except that any increase in scope or exacerbation of any such release or threat of release covered in clauses (i) and (ii) above is excluded from the foregoing indemnity if said increase in scope or exacerbation arises out of Landlord's gross negligence or willful misconduct.

Landlord covenants and agrees to indemnify, protect, defend (by counsel reasonably satisfactory to the Tenant), and save the Tenant, its employees, agents, officers, and any successor thereof, harmless against and from any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable attorneys' and experts' fees and disbursements), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by or asserted or awarded against the Tenant, its employees, agents, partners or the Facility or any portion thereof and arising directly or indirectly, in whole or in part, from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Facility, (i) which exist as of the date of this Master Sublease; or (ii) which migrate onto the Facility hereafter from any other property owned by Landlord, except that any increase in scope or exacerbation of any such release or threat of release covered above is excluded from the foregoing indemnity if said increase in scope or exacerbation arises out of the Tenant's gross negligence or willful misconduct.

Section 9.5 Representations and Warranties of Landlord. Landlord hereby represents and warrants to the Tenant as follows as of the date hereof:

- (a) Landlord has delivered to the Tenant copies of all material documents in its possession with respect to the acquisition, construction, financing, ownership, leasing, maintenance and operation of the Property and the factual statements contained in such documents, taken as a whole, are to the knowledge of Landlord not materially misleading in light of the circumstances under which they are made. Such documents have been furnished to the Tenant for the Tenant to rely upon in connection with the transactions contemplated by this Master Sublease;
- (b) The execution and delivery of this Master Sublease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to Landlord or the Property by Landlord have been duly authorized by all necessary company or other action, and the consummation of any such transactions with or on behalf of Landlord will not constitute a breach or violation of, or a default under, certificate of limited partnership or partnership agreement, or other governing documents of Landlord or any agreement by which Landlord or Landlord's general partner is bound, nor constitute a violation of any law, administrative regulation or court decree;
- (c) To Landlord's knowledge, the Property is not subject to any pending Taking and Landlord has received no notice of any threatened Taking;
- (d) To Landlord's knowledge, the Property is not subject to any restrictions on use that would contravene any provision of this Master Sublease;

- (e) Upon completion of the Construction, the Property will not be in violation of any law, ordinance, regulation or governmental requirement, including, without limitation, the ADA, matters relating to zoning or use of the Property for its intended purposes, nor with respect to construction, fire protection, building code, health code, housing code, traffic, flood control or fire safety;
- (f) All licenses, permits and authorizations necessary for the conduct of Landlord's business as it is being conducted at the Property as of the date of this Master Sublease have been, or will be, issued and are, or will be, in full force and effect, and Landlord has not received any notice of any pending proceedings to change, re-zone or down-zone the existing zoning classifications as to any portion of the Property and Landlord has no knowledge of the threat of any such action;
- (g) To Landlord's knowledge, no "common area" assessments or assessments for public improvements have been made against the Property which remain due and unpaid and all bills and claims for labor performed and services and materials furnished for the Property are or will be timely paid in full and the Property is or will be timely free from mechanic's or materialman's liens;
- (h) To Landlord's knowledge, the execution and delivery of this Master Sublease, the incurrence of the obligations set forth in this Master Sublease, and the consummation of the transactions contemplated by this Master Sublease do not violate or conflict with any provision of any federal, state, municipal or local laws, ordinances, rules, regulations, requirements, or any order, judgment, decree, determination, or award of any court binding on either Landlord or Landlord's partners or officers, or their assets including the Property; nor do they conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice (which notice has not been furnished) under any agreement, contract, lease, license, instrument, or other arrangement to which either Landlord or Landlord's general partner is a party or by which either is bound or to which any of its assets is subject;
- (i) There is no delinquent tax or any actual or, to Landlord's actual knowledge, threatened assessment of deficiency or additional tax or other governmental charge or a basis for such a claim with respect to the Property. There are no tax liens on the Property other than liens for real property taxes that are not yet delinquent;
- (j) Landlord has or will obtain all building, zoning, and other applicable certificates, permits, and licenses necessary to permit the Construction, use and occupancy of the Property and will complete the Construction in accordance with the Property Documents;

- (k) The cost of the Construction is anticipated to be reasonable for acquiring, constructing and/or renovating a project of this type, and was or will be established on the basis of third party arm's length contracts; and
- (l) All appropriate public utilities, including sanitary and storm sewers, water, gas and electricity, are currently or will be available to the Facility and will be operating properly for the Facility at the time of first occupancy. The Facility has direct access to a public street or highway and will have adequate parking to make it viable.

Section 9.6 Representations and Warranties of Tenant. The Tenant hereby represents and warrants to Landlord as follows:

- (a) The execution and delivery of this Master Sublease, the incurrence of the obligations set forth in this Master Sublease, and the consummation of the transactions contemplated by this Master Sublease do not violate or conflict with any provision of any federal, state, municipal or local laws, ordinances, rules, regulations, requirements, or any order, judgment, decree, determination, or award of any court binding on the Tenant or its officers, as applicable, or their respective assets including the Leasehold Interest; nor do they conflict with, result in a breach of, constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice (which notice has not been furnished) under any agreement, contract, lease, license, instrument, or other arrangement to which the Tenant is a party or by which it is bound or to which any of its assets is subject;
- (b) No consent, authorization, approval or permit of or from, or notice to or filing with, any governmental body or any party to any contract, agreement or instrument to which the Tenant is a party or by which the Tenant is bound, is required for the execution, delivery or compliance with the terms of the Master Sublease by the Tenant;
- (c) In connection with the transactions contemplated hereby, the Tenant has not retained or incurred any obligation to any broker;
- (d) The execution and delivery of this Master Sublease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Tenant or the Facility by the Tenant have been or will be duly authorized by all necessary company or other action, and the consummation of any such transactions with or on behalf of the Tenant will not constitute a breach or violation of, or a default under, the articles of incorporation or bylaws or other governing documents of the Tenant or any agreement by which the Tenant or the Tenant's officers are bound, nor constitute a violation of any law, administrative regulation or court decree; and
- (e) The Tenant covenants and agrees that it shall obtain and keep in force throughout the Term, all licenses, consents and permits required from time to

time by applicable law to permit the Facility to be used in accordance with this Sublease.

ARTICLE 10 DEFAULTS

Section 10.1 Default by Tenant. The occurrence of any of the following events shall constitute an event of default by the Tenant (“**Event of Default**”) hereunder:

- (a) if the Tenant fails to pay when due any Base Rent or any other amount payable by the Tenant hereunder, and any such default shall continue for fifteen (15) days after the receipt of Notice thereof from Landlord; or
- (b) if the Tenant fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 10.1, and, the Tenant shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of Notice thereof; unless such failure is not monetary in nature such that it cannot be cured by the payment of a sum certain to Landlord (or other required payee), then, if such failure is susceptible to cure, but cannot with due diligence be cured within such thirty (30) day period, the time within which the Tenant may cure such failure shall be extended so long as the Tenant proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof within a reasonable period of time, but in no event shall such period exceed ninety (90) days; or
- (c) if the Tenant abandons the Facility or any substantial portion thereof without the payment of rent and such abandonment is not cured within fifteen (15) days following Notice from Landlord; or
- (d) if the Tenant becomes Bankrupt.

Section 10.2 Rights and Remedies.

Upon the occurrence of any Event of Default hereunder by the Tenant (including the expiration of all applicable grace periods), subject in all respects to the provisions of this Master Sublease with respect to Landlord’s rights to cure defaults by the Tenant and with respect to the rights of any holder of any mortgage affecting the Property or Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, Landlord shall have the right to:

- (a) terminate this Master Sublease and all rights of the Tenant under this Master Sublease by giving the Tenant written notice that this Master Sublease is terminated, in which case Landlord may recover from the Tenant the aggregate sum of:
 - (i) the worth at the time of award of any unpaid Rent that had been earned at the time of termination;

- (ii) the worth at the time of award of the amount by which (A) the unpaid Rent that would have been earned after termination until the time of award exceeds (B) the amount of the rental loss, if any, as the Tenant affirmatively proves could have been reasonably avoided;
 - (iii) any other amount necessary to compensate Landlord for all the detriment caused by the Tenant's failure to perform the Tenant's obligations or that, in the ordinary course of things, would be likely to result from the Tenant's failure; and
 - (iv) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable Montana law.
- (b) continue this Sublease, and from time to time, without terminating this Sublease, either:
 - (i) recover all Rent and other amounts payable as they become due, or
 - (ii) relet the Facility or any part on behalf of the Tenant on terms and at the Rent that Landlord, in Landlord's sole discretion, may deem advisable, all with the right to make alterations and repairs to the Facility, at Landlord's cost, and apply all rent and other proceeds received in respect of the Facility to the Rent and other amounts payable by the Tenant. To the extent that the Rent and other amounts payable by the Tenant under this Sublease exceed the amount of the proceeds from reletting, Landlord may recover the excess from the Tenant as and when due.
- (c) Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Sublease, to re-enter the Facility and remove the Tenant and all other persons and property from the Facility all in accordance with applicable laws. Landlord may store the property removed from the Facility in a public warehouse or elsewhere at the expense and for the account of the Tenant.
- (d) None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Sublease unless Landlord has in fact given the Tenant written notice that this Sublease is terminated or unless a court of competent jurisdiction decrees termination of this Sublease: any act by Landlord to maintain or preserve the Facility; any efforts by Landlord to relet the Facility; or any re-entry, repossession, or reletting of the Facility. If Landlord takes any of the previous remedial actions without terminating this Sublease, Landlord may nevertheless at any later time terminate this Sublease by written notice to the Tenant.
- (e) After the occurrence of an Event of Default by the Tenant, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of the Tenant. However, Landlord must by prior written notice first

allow Tenant an opportunity to cure as set forth in Section 10.1, above, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. The Tenant shall, upon demand, immediately reimburse Landlord for all reasonable costs, including costs of settlements, defense, court costs, and attorney fees, that Landlord may incur in the course of any cure.

- (f) Except where this is inconsistent with or contrary to any provisions of this Sublease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Sublease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

Section 10.3 Termination of Master Sublease for Tenant's Default. Upon a termination of this Master Sublease pursuant to Section 10.2(a), the Leasehold Interest and the Tenant's right, title and interest in all subleases shall automatically revert to Landlord, the Tenant shall promptly quit and surrender the Facility to Landlord, without cost to Landlord, and Landlord may, without demand and further notice, reenter and take possession of the Facility, or any part thereof, and repossess the same as Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Landlord might otherwise have for arrearages of any Master Sublease Payment or for a prior breach of the provisions of this Master Sublease. Following Tenant's failure to reasonably comply with this Section 10.3, the Tenant hereby grants Landlord an irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in this Section 10.3 and any or all other actions deemed necessary or desirable by Landlord in order to effectuate the purposes of this Section 10.3. The obligations of the Tenant under this Master Sublease which arose prior to termination shall survive such termination.

Section 10.4 Rights Upon Termination. Upon termination of this Master Sublease pursuant to Section 10.2, Landlord may:

- (a) at the time of such termination, collect any unpaid Master Sublease Payment due hereunder, without any deduction, offset or recoupment whatsoever; and
- (b) enforce its rights under any bond outstanding at the time of such termination; and
- (c) require the Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord, all of the Tenant's right, title and interest in and to any subleases, any and all governmental approvals and permits, and any and all rights of

possession, ownership or control the Tenant may have in and to, any and all financing arrangements, plans, specifications, and other technical documents or materials related to the Facility.

Section 10.5 Performance by Landlord. If the Tenant shall fail to perform any act required under this Master Sublease, Landlord may (but need not) after giving not less than fifteen (15) additional days' Notice (except in cases of emergency and except where a shorter time period is specified elsewhere in this Master Sublease) to Tenant, and without waiving any default or releasing the Tenant from any obligations, cure such default for the account of the Tenant. The Tenant shall promptly pay Landlord the amount of such charges, costs and expenses as Landlord shall have incurred in curing such default, together with interest at the rate of twelve percent (12%) per annum.

In addition to any other remedies of Landlord under this Master Sublease, the Tenant agrees to reimburse Landlord for any and all actual expenditures incurred by Landlord by reason of such failure, whether or not such failure shall constitute an Event of Default or termination, however caused, including all costs, claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Landlord as a result thereof.

Section 10.6 Remedies Cumulative. Unless otherwise specifically provided in this Master Sublease, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Master Sublease may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by Landlord to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

Section 10.7 Default by Landlord. Landlord shall not be in default of this Master Sublease unless it fails to perform any provision of this Master Sublease that it is obligated to perform and the failure to perform is not cured within thirty (30) days after Notice of the default has been given to Landlord; provided, however, if the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Master Sublease if Landlord commences to cure the default within such thirty-day period and diligently and in good faith continues to cure the default until completion within a reasonable period of time. The Tenant shall provide written notice of any default by Landlord to the investor partners of Landlord and the holder of any mortgage affecting the Property of which the Tenant has notice at the same time that the Tenant provides notice thereof to Landlord. Except as may be expressly provided in this Sublease, Tenant's obligation to pay Base Rent or other charges under this Master Sublease shall not abate based upon any default by Landlord of its obligations under the Sublease. This Sublease shall be construed as though Landlord's and the Tenant's covenants contained herein are independent and not dependent, and the Tenant hereby waives the benefit of any statute or judicial law to the contrary.

Section 10.8 Rights and Remedies.

Upon the occurrence of any Event of Default hereunder by Landlord (including the expiration of all applicable grace periods), subject in all respects to the provisions of this Master Sublease with respect to the Tenant's rights to cure defaults by Landlord and with respect to the rights of any holder of any mortgage affecting the Property or the Tenant, in addition to any other rights or remedies available to the Tenant at law or in equity, shall have the right to:

- (a) terminate this Master Sublease and all rights of Landlord under this Master Sublease by giving Landlord written notice that this Master Sublease is terminated.
- (b) After the occurrence of an Event of Default by Landlord, the Tenant, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Landlord. However, the Tenant must by prior notice first allow Landlord a reasonable opportunity to cure, except in cases of emergency, where Tenant may proceed without prior notice to Landlord. Landlord shall, upon demand, immediately reimburse the Tenant for all reasonable costs, including costs of settlements, defense, court costs, and attorney fees, that the Tenant may incur in the course of any cure.

Section 10.9 Termination of Master Sublease for Landlord's Default. Upon a termination of this Master Sublease pursuant to Section 10.8(a), the Leasehold Interest and the Tenant's right, title and interest in all subleases shall automatically revert to Landlord, the Tenant shall promptly quit and surrender the Facility to Landlord, without cost to Landlord, and Landlord may, without demand and further notice, reenter and take possession of the Facility, or any part thereof, and repossess the same as Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which Landlord might otherwise have for arrearages of any Master Sublease Payment or for a prior breach of the provisions of this Master Sublease.

Section 10.10 Performance by Tenant. If Landlord shall fail to perform any act required under this Master Sublease, the Tenant may (but need not) after giving not less than fifteen (15) additional days' Notice (except in case of emergencies and except where a shorter time period is specified elsewhere in this Master Sublease) to Landlord and without waiving any default or releasing Landlord from any obligations, cure such default for the account of Landlord. Landlord shall promptly pay the Tenant the amount of such charges, costs and expenses as the Tenant shall have incurred in curing such default, together with interest at the rate of twelve percent (12%) per annum.

In addition to any other remedies of the Tenant under this Master Sublease, Landlord agrees to reimburse the Tenant for any and all actual expenditures incurred by the Tenant by reason of such failure, whether or not such failure shall constitute an Event of Default or termination, however caused, including all costs, claims, losses, liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by the Tenant as a result thereof.

Section 10.11 Remedies Cumulative. Unless otherwise specifically provided in this Master Sublease, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Master Sublease may be exercised from time to time and as often as may be deemed expedient by either party. No delay or omission by the Tenant to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

Section 10.12 Default Notices. Notices given by Landlord or by the Tenant under this Article 10 shall specify the alleged default and the applicable Master Sublease provisions, and shall demand that the Tenant or Landlord, as applicable, perform the appropriate provisions of this Master Sublease within the applicable period of time for cure. No such Notice shall be deemed a forfeiture or termination of this Master Sublease unless expressly set forth in such Notice.

Section 10.13 Other Provisions.

- (a) No default in the performance of the terms, covenants or conditions of this Sublease on the part of the Tenant or Landlord (other than in the payment of any Base Rent or any other amount payable by the Tenant) shall be deemed to continue if and so long as Landlord or the Tenant, as the case may be, shall be delayed in or prevented from remedying the same due to Force Majeure; but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of Landlord or the Tenant, as the case may be, without further delay, to commence the correction of such default or to continue and complete the correction thereof.
- (b) The defaulting party shall be liable for the reasonable legal expenses of the non-defaulting party in connection with any collection of funds owed under this Sublease, the remedying of any Event of Default under this Sublease or any termination of this Sublease where such collection, remedying or termination results from an Event of Default, as finally determined by a court of competent jurisdiction. If a default is alleged and it shall be determined that no Event of Default exists the court may determine for just cause that the alleging party shall be liable for the legal costs and expenses of the other party in defending such claim.

ARTICLE 11

ESTOPPEL CERTIFICATE

The Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord or the holder of any mortgage affecting the Property, the Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Facility claiming by, through or under the Tenant) will deliver to Landlord, or to the holder

of any such mortgage, a statement in writing signed by the Tenant certifying (a) that this Master Sublease is unmodified and in full force and effect (or if there have been modifications, that this Master Sublease as modified is in full force and effect and identifying the modifications); (b) the date upon which the Tenant began paying Base Rent and the dates to which the Base Rent and any other Master Sublease Payment have been paid; (c) that, to the Tenant's actual knowledge, Landlord is not in default under any provision of this Master Sublease, or, if in default, the nature thereof in detail; (d) that (if applicable) the Facility has been completed in accordance with the terms hereof and the Tenant is in occupancy and paying Base Rent on a current basis with no Base Rent offsets or claims; (e) that there has been no prepayment of Base Rent other than that provided for in this Master Sublease; (f) that there are no actions, whether voluntary or otherwise, pending against the Tenant under the bankruptcy laws of the United States or any state thereof; and (g) such other matters as may be reasonably required by Landlord or the holder of any mortgage affecting the Property. Landlord shall provide a statement of like tenor if and as requested by the Tenant.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Reporting. In addition to the rights provided to Landlord to enter the Facility pursuant to Section 9.3, the Tenant shall cooperate in providing any necessary documentation reasonably requested by Landlord to assure Landlord that the Tenant is in compliance with the terms of this Sublease.

Section 12.2 Construction. Landlord and the Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

Section 12.3 Performance Under Protest. In the event of a dispute or difference between Landlord and the Tenant as to any obligation which either may assert the other is obligated to perform or do, then the party against whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action, the successful party shall be entitled to recover in addition to all other recoveries such reasonable attorneys' fees as may be awarded by the court.

Section 12.4 No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Master Sublease shall be deemed a waiver of a breach of any other provision of this Master Sublease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a

consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the cause of any subsequent occasion. Except as expressly limited by the terms of this Master Sublease, any and all rights and remedies which either party may have under this Master Sublease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

Section 12.5 Headings. The headings used for the various articles and sections of this Master Sublease are used only as a matter of convenience for reference, and are not to be construed as part of this Master Sublease or to be used in determining the intent of the parties of this Master Sublease.

Section 12.6 Partial Invalidity. If any terms, covenant, provision or condition of this Master Sublease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Master Sublease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision mutually agreeable to Landlord and the Tenant which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

Section 12.7 Bind and Inure. Unless repugnant to the context, the words “Landlord” and “Tenant” shall be construed to mean the original parties, their respective permitted successors and assigns and those claiming through or under them respectively. Subject to the provisions of Section 7.4, the agreements and conditions in this Master Sublease contained on the part of the Tenant to be performed and observed shall be binding upon the Tenant and its permitted successors and assigns including, but not limited to, any lender (upon a lender becoming the owner of the Property following a foreclosure) and any successors and assigns thereto, as applicable, and shall inure to the benefit of Landlord and its permitted successors and assigns, and the agreements and conditions in this Master Sublease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its permitted successors and assigns and shall inure to the benefit of the Tenant and its successors and assigns.

Section 12.8 Time of Essence. Time is of the essence of this Master Sublease and of all provisions hereof.

Section 12.9 Notices. Notices will be in writing and will be either given by U.S. registered or certified mail, return receipt requested, with postage prepaid (except in the event of a postal disruption, by strike or otherwise, in the United States), or sent by facsimile promptly confirmed in writing, or sent by personal delivery by a nationally recognized courier service for next day delivery. The current addresses and telecopy numbers of the parties to which any notice provided for herein shall be sent, are as follows:

If to Landlord:

MHA-Trinity Apartments, LLC
1235 34th Street
Missoula, MT 59801
Attn: Executive Director
Phone: (406) 594-4113

And to:

HW-Trinity Apartments, LLC
c/o Homeword, Inc.
1535 Liberty Lane #116a
Missoula, MT 59808
Phone: 406-532-4663

And to:

Trinity Apartments, LLLP
1235 34th Street
Missoula, MT 59801
Attn: Executive Director
Phone: (406) 549-4113

With copies to:

Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attn: Jon L. Peterson, Esq.

And to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Phone: (410) 964-0552
Attn: Asset Management

If to the Tenant:

City of Missoula
435 Ryman Street
Missoula, MT 59802
Phone: (406) 552-6000

Any party may designate another addressee (and/or change its address or telecopy number) for notices hereunder by a notice given pursuant to this Section 12.9. Notices delivered personally or by facsimile will be effective upon delivery to an authorized representative of the party at the designated address; notices sent by mail in accordance with the above paragraph will be effective upon execution by the addressee of the Return Receipt Requested.

Section 12.10 Entire Agreement. This instrument contains all the agreements made between the parties hereto with respect to the subject matter hereof and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest.

Section 12.11 No Merger. There shall be no merger of this Master Sublease or of the leasehold estate hereby created with the fee estate in the Property or any part thereof by reason of the fact that the same person, firm corporation, or other legal entity may acquire or hold, directly or indirectly, this Master Sublease or the leasehold estate and the fee estate in the Property or an interest in such fee estate.

Section 12.12 Governing Law. This Master Sublease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Montana without giving effect to any choice or conflict of law provision or rule.

[No further text on this page. Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals to this Master Sublease as of the date first above written.

LANDLORD:

MHA-TRINITY APARTMENTS, LLC, a Montana limited liability company

By: Missoula Housing Authority
Its: Sole Member

By: _____
Lori Davidson, Executive Director

HW-TRINITY APARTMENTS, LLC, a Montana limited liability company

By: Homeward, Inc.
Its: Sole Member

By: _____
Name: _____
Title: _____

TENANT:

CITY OF MISSOULA

By: _____
Its: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 1 of Trinity Mullan Subdivision, a platted subdivision in Missoula County, Montana, according to the official recorded plat thereof.

EXHIBIT B
DESCRIPTION AND DEPICTION OF FACILITY

BIKE
STORAGE
153



EXHIBIT C

COMMERCIAL SUBLEASE POLICIES

1. The Premises shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Premises which is illegal. Tenant shall not use or sublease the Premises for any of the following prohibited uses: sexually-oriented establishment, liquor store, nightclub, check cashing operation, gun shop, movie theater, bar or lounge except if part of restaurant or if it otherwise sells food, adult bookstore or establishment primarily selling, exhibiting or distributing pornographic or obscene materials, massage parlor (except day spas), funeral parlor, bowling alley, warehouse (other than storage incidental to a retail operation conducted on the same premises), unsupervised amusement arcade or game room, off-track betting parlor, body and fender shop, pawn shop, liquor and alcoholic beverages store, or more than two hair and/or nail salons.
2. Prohibited uses shall also include any use that will have an adverse impact on the ability of residential tenants to the peaceful enjoyment of their residence, including but not limited to the following:
 - ☐ Any excess light;
 - ☐ Excess trash or grime, both within and immediately outside the leased area;
 - ☐ Excess loitering or adverse sidewalk activities related to their business;
 - ☐ Hours of operation that vary markedly from the adjacent commercial area;
 - ☐ Any public or private nuisance (as defined under applicable Montana law) connected with business operations conducted on the Premises;
 - ☐ Any noise or sound that is reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness;
 - ☐ Any obnoxious odor, fumes or smells;
 - ☐ Any noxious materials, and any toxic or caustic, or corrosive fuel or gas in violation of applicable law;
 - ☐ Any dust, dirt or particulate matter in excessive quantities;
 - ☐ Any unusual fire, explosion, or other damaging or dangerous hazard;
 - ☐ Any warehouse, other than that which is incidental to the primary commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture, or mining operation;
 - ☐ Any pawn shop or retail sales operation involving second-hand merchandise or any auction or flea market business;

- ☐ Dormitory, rooming house, motel, hotel, or other transitory use or non- residential use;
- ☐ Any adult business or facility as defined and regulated in the City's Municipal Code. Such uses include, without limitation, massage establishments (to the extent defined and regulated in such code as an adult business or facility), adult news racks, escort service, adult bookstores, adult motion picture theaters, and paraphernalia businesses. In addition, no marijuana dispensaries shall be permitted;
- ☐ Any gun shop or retail sales operation for which the main commercial use or business operation is the sale of guns;
- ☐ Any store in which the primary business is the sale of alcoholic beverages;
- ☐ Any use which would be patently offensive to the members of the community surrounding the Project; or
- ☐ Any use which would materially and adversely interfere with the ability to occupy the residential portion of the Project as a multifamily housing project.