# TILLAMOOK COUNTY
# BOARD OF COMMISSIONERS
*Erin Skaar - Paul Fournier - Mary Faith Bell*

**BOARD MEETING**
**Wednesday, June 11, 2025, 9:00 AM**

**Join In Person:**
County Courthouse, Board of Commissioners' Meeting Room 106, 201 Laurel Avenue, Tillamook

**Join Virtually:**
*tillamookcounty.gov/bocc/page/meetings-agendas-minutes* or 1-971-254-3149, ID: 866 914 607#

Additional viewing options are available at tctvonline.com. Closed captioning and translation options are available for recorded videos at *www.youtube.com/@tillamookcounty1434*.

More detailed *meeting instructions* are available at *tillamookcounty.gov/bocc/page/meetings-agendas-minutes*. Call 503-842-1814 or send an email to *helpdesk@tillamookcounty.gov* regarding any meeting technical issues.

**MEETING - 2025-06-11 BOCC MEETING AUDIO.MP4**
**(Commissioner Skaar Absent - Out of Office)**

**CALL TO ORDER** – June 11, 2025 9:00 a.m.

1. Welcome & Request to Sign Guest List
   02:35

2. Pledge of Allegiance
   02:38

3. Public Comment: There were none.
   02:59

4. Non-Agenda Items: There were none.
   03:00

**LEGISLATIVE - ADMINISTRATIVE**

5. Consideration of an Intergovernmental Agreement with the Tillamook County Transportation District for the Pacific City Shuttle Service/Brian Vitulli, General Manager, Tillamook County Transportation District
   03:07

   A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Vice-Chair signed the agreement.

6. Consideration of an Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement for Tillamook State Forest (TSF) Patrol 2025 - 2027 Law Enforcement Services/Matt Kelly, Undersheriff, Sheriff's Office
09:41

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Vice-Chair signed the agreement.

7. Consideration of an Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement for Sandlake Patrol 2025 - 2027 Law Enforcement Services/Matt Kelly, Undersheriff, Sheriff's Office
14:15

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Vice-Chair signed the agreement.

8. Consideration of a Professional Services Agreement with Northwest Medical Foundation of Tillamook dba Adventist Health Tillamook for Inmate Healthcare Services/Lieutenant Fernando Silveira, Sheriff's Office
16:26

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Board signed the agreement.

9. Consideration of a Workforce Housing Property Tax Exemption Application for the Spruce Point Apartments LLC Multi-Family Housing Development Project/Parker Sammons, Housing Coordinator, Department of Community Development
18:07

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Board approved the application.

10. Consideration of State of Oregon Department of Forestry Subaward Agreement #24DG11062765636 for the Tillamook Yard Debris Program/Chris Laity, Public Works Director
20:39

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Vice-Chair signed the agreement.

11. Consideration of an Order in the Matter of a Notice of Intent to Award a Prevailing Wage Rate Contract for Construction for the Tillamook County Fairgrounds Storm Drain Project/Chris Laity, Public Works Director
23:55

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Board signed Order #25-031.

12. Consideration of an Order in the Matter of Road Name Request #851-25-000018-PLNG to Name an Unnamed Public Right of Way to "Wetland Way"/Sarah Absher, Director, Department of Community Development
26:15

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Board signed Order #25-032.

13. Consideration of an Order in the Matter of the Reappointment of a Member to the Tillamook County Tourism Advisory Committee(TAC)/Commissioner Paul Fournier
28:02

A motion was made by Commissioner Bell and seconded by Vice-Chair Fournier. The motion passed with two aye votes. The Board signed Order #25-033.

14. Board Concerns
30:05

Ballot Recount/Commissioner Mary Faith Bell

**Vice-Chair Fournier recessed the meeting at 9:29 a.m. to go into executive session pursuant to ORS 192.660(2)(e).**

**Vice-Chair Fournier reconvened the meeting at 10:14 a.m.**

**OTHER MEETINGS AND ANNOUNCEMENTS**
31:54

The Commissioners will hold an executive session on **Tuesday, June 10, 2025** at **1:00 p.m.** pursuant to ORS 192.660(2)(a), to consider the employment of a public officer, employee, staff member, or individual agent. The executive session will be held in the Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The executive session is not open to the public.

There is **NO** Board Briefing scheduled for **Wednesday, June 11, 2025** at **2:00 p.m.**

The Local Public Safety Coordinating Council teleconference will be held **Monday, June 16, 2025** at **12:00 p.m.** The meeting will be held in the Board of Commissioners' Meeting Room 106 in the Tillamook County Courthouse, 201 Laurel Avenue, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 155 858 952.

The Commissioners will hold a supplemental budget workshop on **Tuesday, June 17, 2025** at **1:00 p.m.** in the Sheriff's Office conference room at 5995 Long Prairie Road, Tillamook. The teleconference number is 1-971-254-3149, Conference ID: 866 914 607#.

The Commissioners will attend a Sheriff's Office tour on **Tuesday, June 17, 2025** at **1:30 p.m.** at the Sheriff's Office Administrative Offices, 5995 Long Prairie Road, Tillamook.

**Juneteenth** is an observed holiday for the County and the State of Oregon Circuit Court. All County Offices in the Tillamook County Courthouse and the Tillamook County Library, administrative offices in the Jail and Justice Facility, Public Works Department, Department of Community Development, Surveyor's Office and the Health and Human Services Department and clinics, and the State Circuit Court, will be **CLOSED** on **Thursday, June 19, 2025.**

**ADJOURN – 10:16 a.m.**

# BOARD OF COMMISSIONERS' BOARD MEETING

## Wednesday, June 11, 2025

| | Present | Absent | | Present | Absent |
|---|---|---|---|---|---|
| Erin Skaar | | ✓ | Rachel Hagerty | ✓ | |
| Paul Fournier | ✓ | | Bill Sargent | ✓ | |
| Mary Faith Bell | ✓ | | | | |

PLEASE PRINT

| **Name** | **Email or Address** | **Item of Interest** |
|---|---|---|
| Brian Vitulli | bvitulli@tillamookbus.com | TCTD/TC IGA |

**(Please use reverse if necessary)**

# TILLAMOOK COUNTY BOARD OF COMMISSIONERS' MEETING

## WEDNESDAY, JUNE 11, 2024

## PUBLIC COMMENT SIGN-IN SHEET

PLEASE PRINT

| NAME | AGENDA ITEM | AREA OF RESIDENCE | NAME OF ORGANIZATION (IF ANY) |
|---|---|---|---|
| There were no sign-ins | | | |
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**Tillamook County**

DEPARTMENT OF COMMUNITY DEVELOPMENT

*BUILDING, PLANNING & ON-SITE SANITATION SECTIONS*

1510 – B Third St.
Tillamook Oregon 97141
www.TillamookCounty.gov
(503) 842-3407
1 (800) 488-8280

*Land of Cheese, Trees, and Ocean Breeze*

## Section 1 – Purpose, Eligibility, Terms and Process

### Introduction:

This form is first of several steps for a multifamily housing development project to apply for up to 10-years of property tax exemption. Applicants will be asked to supply additional information in addition to what is requested within this intake packet. If you have any questions or require assistance while completing this form, please contact Tillamook County Community Development at 503.842.3408 or by emailing Housing@TillamookCounty.gov

### Purpose:

The purpose of Tillamook County Board Ordinance #85 is to incentivize multi-family housing in furtherance of Tillamook County's housing and livability goals. Oregon House Bill 2377 (2013) authorizes local governments to enact a property tax exemption for certain multifamily housing. This Ordinance implements House Bill 2377 and provides additional terms for receipt and administration of the property tax exemption.

### Eligibility:

For a ***new*** housing development project to be eligible for this program, all the following must be true.

- The project is multifamily (or multiunit) with at least three (3) new housing units becoming available for rent.
- The project is within unincorporated Tillamook County (or within the limits of a participating city).
- Average rent of the housing units is set at or below 100% AMI (Tillamook County AMI can be found by following this link).
- No housing unit's rent exceeds 120% AMI.
- The property owners are willing to enter into a legally binding agreement which ***prohibits*** the housing units from being converted into ***any form*** of transient lodging or short-term rental for the lifetime of the building.

There are additional requirements that may apply, for a comprehensive list of eligibility requirements, please review Board Ordinance #85, which can be located at this link.

If you're your project is a ***renovation*** or have questions about eligibility, please contact Tillamook County Community Development at 503.842.3408

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**Terms:**

For successful applications, this property tax exemption begins the first property tax year (begins **July 1st**) after receipt of a Certificate of Occupancy for the property. The exemption must be reapplied and approved annually. A maximum of ten (ten) consecutive years of exemption may be granted.

**Process:**

The application process begins when the application form is filled out and returned to Tillamook County Community Development. The deadline for applications is March 1st. Late filling options may be available.

A member of Tillamook County Community Development will then reach out to help you provide any additional information that may be required for your project as well as explain any specifics of the program that may apply to your project.

The application will then be submitted to the Board of County Commissioners for approval. Annual reapplications do not require Board approval.

**Contact Information:**

Department of Community Development
503.842.3408
www.tillamookcounty.gov/commdev
Housing@TillamookCounty.gov

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## Section 2 – Statement of Understanding Regarding Transient Lodging Restrictions

By signing this document all parties with a legal ownership of the project submitted for tax exemption under Tillamook County Ordinance#85 make clear their understanding of and attest to the following:

1) It is understood that the property seeking tax exemption must agree to enter a legally binding covenant with the County Clerk that will prohibit the property from being converted to any form of transient lodging for the lifetime of the building. This includes transient lodging accommodations and short-term vacation rentals of any type.

2) To maintain tax exempt status, the average rent of the housing units within the property must never exceed 100% of AMI and no one unit may ever exceed 120% of AMI.

3) There are ongoing reporting requirements to maintain tax exempt status, including notifying Tillamook County Community Development of rent changes as well as an annual reapplication to the program.

4) Failure to adhere to the requirements set forth in Tillamook County Board Ordinance #85 will result in the loss of the property's tax-exempt status.

5) Loss of tax-exempt status does not mean a restoration of the ability to convert to transient or short-term lodging.

**Signature:** Signed by: Benjamin Pray F11FCF400B93415...

Name: Benjamin Pray Title: Manager

Company: Spruce Points Apartments LLC

Property Address: 522 Legacy Place Manzanita 97130

**Tillamook County**

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## Section 3 – Application

**Applicant Information** (if an LLC or S-Corp, or member company, please provide legal documentation of the LLC's formation and list of members, authorized to sign on LLCs behalf)

Name: Benjamin Pray Title: Manager

Company: Spruce Points LLC

Mailing Address: 4351 SE Hawthorne Blvd, Portland, OR, 97215

Phone: 503-320-8929 Email: ben@hfdpartners.com

**Applicant's Representative Information** (if different that above)

Name: ____________________ Title: ____________________

Company: ____________________

Mailing Address: ____________________ City, State, Zip: ____________________

Phone: ____________________ Email: ____________________

**Additional Representative Information**

Name: Scott Brumitt Title: Executive Director

Company: Evergreen Community Partners

Mailing Address: 4351 SE Hawthorne Avenue City, State, Zip: Portland, OR, 97215

Phone: 503 320 0418 Email: scott@evergreencp.org

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## Property Information

Applicant has legal ownership property: Yes or **No**

Is the property within an Incorporated City? Yes or **No**

Situs Address: 522 Legacy Place Manzanita 97130

Map & Tax Lot: Township 3 North;Range 10 West;Section 28;Tax Lot 1401 Tax Account: 419152

Date of Certificate of Occupancy (or expected): 7/14/2026

## Rental Information

Please provide the breakdown of units and rents (including utilities).

| Unit Type | Total # of Units 60 | Averaged Rent |
|---|---|---|
| Studio | | $ |
| 1bd | 14 | $ $940 |
| 2 bd | 23 | $ $1,128 |
| 3 bd | 23 | $ $1,303 |
| 4 bd | | $ |

## Additional Information

Has this property received State or Federal funding? Yes or **No**

Property owner has reviewed, understands, and signed the TLT/STR waiver form? Yes or **No**

I certify that all the above statements are true, accurate, and complete to the best of my knowledge and belief.

Applicant's Signature: Signed by: Benjamin Pray F11FCF400B93415... Date: 06/02/2025

Applicant's Name (Please print or type here): Benjamin Pray

Applicant's Title: Manager, Spruce Points Apartments LLC

If you have any questions or require assistance while completing this form, please contact Tillamook County Community Development at 503.842.3408 or by emailing Housing@TillamookCounty.gov

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| OFFICE USE ONLY | |
|---|---|
| Application Received: | Filing Fee Received: |
| Received By: | Date Sent to BOCC: |
| BOCC Meeting Date: | |
| BOCC Results: | |
| If approved: Document # of Covenant restricting transient lodging: | |
| Comments: | |

# OPERATING AGREEMENT

# OF

# SPRUCE POINT APARTMENTS LLC

# AN OREGON LIMITED LIABILITY COMPANY

# DATED: MARCH 17, 2025

# OPERATING AGREEMENT OF

# SPRUCE POINT APARTMENTS LLC

# AN OREGON LIMITED LIABILITY COMPANY

The undersigned members, desiring to form a limited liability company under the Oregon Limited Liability Company Act (the "Act"), hereby agree as follows:

## ARTICLE I
## FORMATION

**1.1 NAME.** The name of the limited liability company (the "Company") is Spruce Point Apartments LLC.

**1.2 ARTICLES OF ORGANIZATION.** The Articles of Organization were filed with the Oregon corporation division on March 17, 2025.

**1.3 PURPOSE.** The purpose of the Company is to develop multi-family affordable housing projects and to engage in any other activity that an Oregon limited liability company may carry on under the Act.

**1.4 DURATION.** The Company will be perpetual, unless earlier dissolved as provided in this Operating Agreement.

**1.5 PRINCIPAL PLACE OF BUSINESS.** The principal office of the Company will initially be at 3462 NE Sandy Blvd., Portland, Oregon 97232. The Board of Managers may relocate the principal office or establish additional offices from time to time.

**1.6 REGISTERED OFFICE AND REGISTERED AGENT.** The Company's initial registered office will be at 3462 NE Sandy Blvd., Portland, Oregon 97232 and the name of its initial registered agent at that address will be Jocely Krauter.

## ARTICLE II
## MEMBERS, CONTRIBUTIONS, AND INTERESTS

**2.1 NAMES, ADDRESSES, INITIAL MEMBERSHIP INTERESTS AND INITIAL CAPITAL CONTRIBUTIONS.** The names and addresses of the Members, their initial Membership Interests and their initial capital contributions are set forth on attached Exhibit A.

**2.2 OTHER BUSINESS OF MEMBERS.** Any Member may engage independently or with others in other business and investment ventures of every nature and description and will have no obligation to account to the Company for the business or investments or for business or investment opportunities.

**2.3 ADDITIONAL MEMBERS.** Additional Members will only be admitted on the affirmative vote of Members holding a Majority in Interest. This Operating Agreement will be binding upon any person who becomes an Additional Member of the Company by any method, and the Additional Member will, if requested by the Board of Managers or by Members holding a Majority Interest, execute a counterpart of this Operating Agreement. The parties agree to require the execution of a counterpart of this Operating Agreement by any Transferee as a precondition to the effectiveness of any transfer as provided in ARTICLE IX of this Operating Agreement.

**2.4 ADDITIONAL CONTRIBUTIONS.** Additional capital contributions will be made in the amounts and at the times as the Members agree by the unanimous vote of the Members. No Member will be required to make any capital contribution because that Member has a negative capital account.

## ARTICLE III
## CAPITAL ACCOUNTS

Separate capital accounts will be maintained by the Company for each Member in accordance with Code Section 704(b) and its Regulations, representing the Members' respective capital contributions to the Company.

**3.1 INCREASE IN CAPITAL ACCOUNT.** The capital account of each Member will consist of the Member's original contribution, increased by the following:

(A) The fair market value of any additional property contributed by the Member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Code Section 752);

(B) Additional contributions by the Member of cash; and

(C) Allocations to the Member of Net Profits, including income and gain as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(g).

**3.2 DECREASE IN CAPITAL ACCOUNT.** The capital account of the Member will be decreased by the following:

(A) The amount of money distributed to the Member by the Company pursuant to ARTICLE VIII;

(B) The fair market value of property distributed to the Member by the Company (net of liabilities secured by the property that the Member is considered to assume or take subject to pursuant to Code Section 752); and

(C) Allocations to the Member of Net Losses, including loss and deductions computed for book purposes described in Regulations Section 1.704-1(b)(2)(iv)(g).

**3.3 SPECIAL ALLOCATION FOR 704(C) PROPERTY.** In cases where Code Section 704(c) applies to property of the Company, the Members' capital accounts will be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations to the Members of depreciation, depletion, amortization, gain, and loss, as computed for book purposes, with respect to the property.

**3.4 SPECIAL ALLOCATION FOR REVALUATION.** The capital accounts of the Members may be adjusted to reflect a revaluation of Company property (including intangible assets such as goodwill) on the Company's books, to the extent provided in Regulations Section 1.704-1(b)(2)(iv)(f).

**3.5 [RESERVED]**

**3.6 NET PROFITS AND NET LOSSES.** After giving effect to the special allocations set forth in Section 3.7, Net Profits and Net Losses will be allocated and credited to the Members' respective capital accounts in accordance with their Membership Interests.

**3.7 SPECIAL ALLOCATIONS.**

(A) Except as provided in Paragraph 3.7(B), in the event any Member unexpectedly receives any adjustment, allocations or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain will be specially allocated to each Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the adjusted capital account deficit of the Member as quickly as possible.

(B) Notwithstanding any other provision of this Section 3.7, if there is a net decrease in Company minimum gain for any Company fiscal year, the minimum gain chargeback requirement contained in Regulations Section 1.704-2 will apply and each Member must be allocated items of Company income and gain for that year equal to that Member's share of the net decrease in Company minimum gain. This Paragraph 3.7(B) is intended to comply with the minimum gain chargeback requirement of the Regulations and will be interpreted consistently therewith.

(C) Any Member nonrecourse deductions (defined in Regulations Section 1.704-2(i)(2) as "partner nonrecourse deductions") for any Company fiscal year will be specifically allocated to the Member who bears the economic risk of loss with respect to the Member nonrecourse debt to which the Member nonrecourse deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

**3.8 CURATIVE ALLOCATIONS.** The allocations set forth in Paragraph 3.7 (the "regulatory allocations") are intended to comply with certain requirements of Code Section 704 and its Regulations. Notwithstanding any other provisions of this ARTICLE III (other than the regulatory allocations), the regulatory allocations will be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of the allocations of other profits, losses and other items and the regulatory allocations to each Member will be equal to the net amount that would have been allocated to each Member if the regulatory allocations had not occurred.

**3.9 COMPLIANCE WITH THE CODE AND REGULATIONS.** The provisions of this ARTICLE III regarding the maintenance of capital accounts are intended to comply with Code Section 704(b), as amended, and its Regulations. The Members, upon the affirmative vote of Members holding a Majority in Interest, may modify the method by which capital accounts are maintained, provided the changes are consistent with Code Section 704 and its Regulations.

**3.10 NO INTEREST ON CAPITAL CONTRIBUTIONS.** No interest will be paid on capital contributions.

## ARTICLE IV
## MEMBER MEETINGS

**4.1 MEETINGS.** A meeting of Members will be held: (a) if it is called by the Board of Managers; or (b) if Members holding at least a Majority in Interest of the voting Membership Interests sign, date, and deliver to the Company's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of Members will be held at the principal office of the Company or any other place specified in the notice of meeting.

**4.2 NOTICE OF MEETING.** Notice of the date, time, and place of each Members' meeting will be given to each Member not earlier than sixty (60) days nor less than ten (10) days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

**4.3 RECORD DATE.** The persons entitled to notice of and to vote at a Members' meeting, and their respective ownership interests, will be determined as of the record date for the meeting. The record date will be a date selected by the Board of Managers, not earlier than seventy (70) days nor less than ten (10) days before the meeting. If the Board of Managers does not specify a record date, the record date will be the date on which notice of the meeting is first mailed or otherwise delivered.

**4.4 QUORUM.** The presence, in person or by proxy, of Members holding at least a Majority in Interest of the Membership Interests will constitute a quorum.

**4.5 PROXIES.** A Member may be represented at a meeting in person or by written proxy.

**4.6 VOTING**. Unless otherwise provided in this Operating Agreement, Members holding a Majority in Interest must approve all actions requiring the approval of the Members. Members holding a Majority in Interest have the power to elect and remove Managers by a vote of such Majority pursuant to Sections 5.1 and 5.2 and vote by such Majority to dissolve the Company pursuant to Article X of this Agreement."

## ARTICLE V
## MANAGEMENT

**5.1 NUMBER AND QUALIFICATIONS OF MANAGERS.** As provided in the Articles of Organization, the Company will be managed by one or more Managers. The number of Managers will be the number elected by a Majority in Interest of the Members and acting as such from time to time but will be neither less than one (1) nor more than three (3). Managers may be individuals or entities and need not be Members of the Company. The initial Manager as designated herein by the Members is Green Light – Home First LLC, an Oregon limited liability company. The initial Manager shall serve as the Manager of the Company unless such Manager resigns or is replaced by a vote of a Majority in Interest of the Members.

**5.2 ELECTION OF MANAGERS.** Managers will be elected by a Majority in Interest of the Members at meetings of Members called for the purpose of electing Managers; the meeting notice must state that the purpose, or one of the purposes, of the meeting is election of Managers. A Manager will serve for a term ending with the Manager's death, resignation, or removal.

**5.3 AUTHORITY.** Subject to the limitations and restrictions set forth in this Operating Agreement including Section 5.4 of this Agreement, the Board of Managers, or an individual manager acting on behalf of the Board of Managers, will have the sole and exclusive right to manage the business of the Company and will have all of the rights and powers which may be possessed by managers under the Act including, without limitation, the right and power to:

(A) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(B) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(C) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of property, or in connection with managing the affairs of the Company;

(D) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any property;

(E) Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the property;

(F) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the property;

(G) Care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and perform all matters in furtherance of the objectives of the Company;

(H) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company;

(I) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to property and manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(J) Take all actions, not expressly proscribed or limited by this Operating Agreement, as may be necessary or appropriate to accomplish the purposes of the Company; and

(K) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Members in connection with activities arising out of, connected with, or incidental to this Operating Agreement, and to engage counsel or others in connection therewith.

**5.4 MANAGER DEADLOCK.** The members of the current Manager are Green Light LLC and Home First Development, LLC. Both members of the Manager must agree for an action to be taken by the Manager. If the members of the Manager fail to agree on any action to be taken by the Manager in its own behalf with respect to the Company or the Project, or in behalf of the Company, which either member of the Manager deems material, either member of the Manager may give notice to the other of the deadlock describing in reasonable detail the issue and the action to be taken ("**Management Deadlock**") and the two members of the Manager shall schedule a meeting to be held within five business (5) days of the notice to resolve the Management Deadlock. If the members of the Manager fail to meet within five (5) business days of the giving of the notice or if the meeting does not result in a resolution of the Management Deadlock, the decision of Home First Development, LLC so long as it is a member of the Manager shall be the final and binding decision of the Board of Managers of the Company with respect to the matter or matters that are the subject of the Management Deadlock. In such event, the execution of any documents that are the subject of the Management Deadlock by Home First Development, LLC in behalf of the Manager acting in its own behalf or as Manager of the Company, shall be binding on the Manager or the Company as the case might be.

**5.5 OTHER ACTIVITIES.** Managers may have other business interests and may engage in other activities in addition to those relating to the Company. This section does not change each Manager's duty to act in a manner that the Manager reasonably believes to be in the best interests of the Company.

**5.6 MEETINGS; NOTICES: QUORUM; VOTING.** Meetings of the Board of Managers may be called by any Manager. Meetings will be held at the place fixed by the Board of Managers or, if no such place has been fixed, at the principal office of the Company. Oral or written notice of the date, time, and place of any meeting will be given at least twenty-four (24) hours in advance. Written notice may be delivered personally, given by facsimile or other form of wire communication or by mail or private carrier, to each Manager's business or home address. Written notice will be effective at the earliest of the following:

(A) when received;

(B) when sent by facsimile or other form of wire communication; or

(C) two (2) business days after being mailed.

A majority of the Board of Managers will constitute a quorum. Each Manager will be entitled to one vote. A matter submitted to a vote of the Board of Managers will be approved if it receives the affirmative vote of a majority of the Board of Managers.

**5.7 RESIGNATION.** A Manager may resign at any time by delivering written notice to the other Managers or to the Members. The resignation is effective when the notice is delivered, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the

Members. The resignation of a Manager who is also a Member will not affect the Manager's rights as a Member and will not constitute a withdrawal of the Member.

**5.8 REMOVAL OF MANAGER BY MEMBERS.** The Members may remove one or more Managers with or without cause. A Manager may be removed by the Members only at a meeting called for the purpose of removing the Manager and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of a Manager.

**5.9 SALARIES.** The salaries and other compensation of the Managers will be fixed from time to time by vote of the Members. A Manager will not be precluded from receiving a salary because the Manager is also a Member.

**5.10 OTHER AGENTS.** The Board of Managers may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

## ARTICLE VI
## MEETINGS

**6.1 MEETING OF MEMBERS OR MANAGERS.** Notwithstanding any other provision of this Operating Agreement, if all of the Members or Managers hold a meeting at any time and place, the meeting will be valid without call or notice, and any lawful action taken at the meeting will be the action of the Members or Managers, respectively.

**6.2 ACTION WITHOUT MEETING.** Any action required or permitted to be taken by the Members or the Board of Managers at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members holding a Majority in Interest or by all of the Managers, as the case may be, and is included in the minutes or filed with the Company's records of meetings.

**6.3 MEETINGS BY TELEPHONE.** Meetings of the Members or the Board of Managers may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and the participation will constitute presence in person at the meeting.

## ARTICLE VII
## ACCOUNTING AND RECORDS

**7.1 BOOKS OF ACCOUNT.** The Company's books and records, a register showing the names, addresses, and ownership interests of the Managers and Members, a copy of the Articles of Organization, as amended, copies of the Company's tax returns for the three most recent years, minutes of any meetings of the Board of Managers or Members, this Operating Agreement, as amended, and any other items required by the Act will be maintained by the Board of Managers at the Company's principal office.

Each Member will have access thereto at all reasonable times. The Board of Managers will keep books and records of the operation of the Company that are appropriate and adequate for the Company's business and for the carrying out of this Operating Agreement.

**7.2 FISCAL YEAR.** The fiscal year of the Company will be the calendar year.

**7.3 ACCOUNTING REPORTS.** Within ninety (90) days after the close of each fiscal year, the Board of Managers will cause each Member to receive an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a statement of income or loss for the year.

**7.4 TAX RETURNS.** The Board of Managers will cause all required federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within ninety (90) days after the end of each fiscal year, each Member will be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during the fiscal year.

## ARTICLE VIII
## DISTRIBUTIONS

**8.1 DISTRIBUTIONS.** The Board of Managers will determine the amount of cash, if any, available for distribution at such times as the Board of Managers deem advisable. Distributions will be made in proportion to the Membership Interests in the Company, as of the date of distribution, unless otherwise agreed by the unanimous vote of the Members.

## ARTICLE IX
## TRANSFER RESTRICTIONS

**9.1 WITHDRAWAL.** A Member may not withdraw from the Company without the unanimous consent of the Members.

**9.2 PERMITTED TRANSFERS.** A Member may transfer all or part of his Membership Interest as follows:

(A) To the Company or to any other Member.

**9.3 ASSIGNEE ADMITTED AS MEMBER.** Upon a transfer of a Membership Interest permitted under Section 9.2 above, the Assignee will not be admitted as an Additional Member unless the Assignee executes a counterpart of this Operating Agreement, and a consent to be bound by its terms.

**9.4 OTHER TRANSFERS OR ASSIGNMENTS.** In the event of a transfer or assignment of an interest in the Company other than the permitted transfers specified in Section 9.2 above, an Assignee will not participate in the management of the Company, and will only be entitled to receive distributions and return of capital and to the allocated net profits and net losses attributable to the Membership Interest. Within ninety (90) days following the transfer or assignment of a Member's Membership Interest, the Company may purchase and the Assignee will sell his interest in the Company. Upon an election by the Company to purchase the interest in the Company from an Assignee, the value of the Assignee's interest will be the lesser of: (i) the Assignee's Membership Interest multiplied by the book value of the Company's assets as stated in the Company's federal income tax return filed for the taxable year immediately preceding the transfer or assignment; or (ii) the value of the Assignee's Membership Interest as it would be determined under Section 9.8. The Company will notify the Assignee in writing of its intention to purchase Assignee's interest.

**9.5 RIGHT OF FIRST REFUSAL.** Any Assignee under this ARTICLE IX will hold the Membership Interest subject to all the provisions of this Operating Agreement, except that should the Assignee wish at any time to transfer or assign the Membership Interest to a third party, the previous transferor Member will have the right to receive notice of the proposed transaction and will have the right, within twenty-one (21) days of receiving the notice, to reacquire the Membership Interest in exchange for the money or other property, if any, originally received by the transferor Member in exchange for the Membership Interest.

**9.6 [RESERVED]**

**9.7 EFFECT OF CERTAIN EVENTS.** Upon the occurrence of any of following events listed in this Section 9.7, the Members may within one hundred twenty (120) days elect to purchase the interest of the affected Member pursuant to the provisions of Sections 9.8 and 9.9. The election will be at the sole discretion of the remaining Members and will require their unanimous consent. The events are:

(A) a Member becomes bankrupt;

**(B) [RESERVED]**

**(C) [RESERVED]**

(D) the dissolution of a corporation or other organization that is a Member.

**9.8 VALUATION OF MEMBER'S INTEREST.** Upon an election by the Company to purchase the interest of a Member pursuant to Section 9.7, the value of the affected Member's interest will be determined by multiplying the Member's percentage ownership interest by the fair market value (the amount that could reasonably be expected to be realized upon sale) net of liabilities of all Company assets. The total will then be adjusted to reflect any minority, marketability, or control effect on valuation. The fair market value of the Company assets will be determined by agreement between a Majority in Interest of the remaining Members and the affected Member or the affected Member's successor. In the event agreement as to the value cannot be obtained, the fair market value of the Company's assets will be determined by appraisal. The Company will, at its own expense, first select an appraiser who will value the Company's assets. The affected Member or the affected Member's successor may elect, either before or after the Company's appraiser has submitted a report, to select, at the affected Member's expense, another appraiser. In the event the two appraisers fail to reach agreement on the fair market value of the Company's assets, the two appraisers will mutually select a third appraiser whose determination of the value of the Company's assets will be binding on the Company and the affected Member or the affected Member's successor. The expense of the third appraiser will be borne by the affected Member.

**9.9 PAYMENT FOR MEMBER'S INTEREST.** The purchase price for a Member's interest purchased pursuant to Section 9.7 will be paid in one hundred twenty (120) substantially equal, consecutive monthly payments, including principal and interest. Interest will accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by vote of the Members. The first payment will be made not later than ninety (90) days following the date the value of the Membership Interest is determined. The Company may prepay the remaining amount of the purchase price at any time.

**9.10 EFFECT OF PURCHASE OF MEMBER'S INTEREST**. A Member will cease to be a Member upon the Company's election to purchase the Member's interest pursuant to Sections 9.7 or 9.10.

**9.11 NO ENCUMBRANCE.** A Member may not pledge, hypothecate or subject his or her Membership Interest to any lien or encumbrance.

## ARTICLE X
## DISSOLUTION

**10.1 EVENTS OF DISSOLUTION.** Except as otherwise provided in this Operating Agreement, the Company will dissolve upon:

(A) the time for dissolution specified in the Articles of Organization; or

(B) approval of dissolution by the affirmative vote of Members holding a Majority in Interest.

**10.2 LIQUIDATION UPON DISSOLUTION AND WINDING UP.** Upon the dissolution of the Company, the Board of Managers will wind up the affairs of the Company. A full account of the assets and liabilities of the Company will be taken. The assets will be promptly liquidated and the proceeds thereof applied as required by the

Act. With approval by the affirmative vote of Members holding a Majority in Interest, the Company may, in the process of winding up the Company, elect to distribute property in kind.

**10.3 DISTRIBUTION OF ASSETS.** During the liquidation of the Company, the Members will continue to share Net Profits and Net Losses in the same proportions as before dissolution. In settling accounts after dissolution, the proceeds from the liquidation of the Company's assets will be applied as follows:

(A) To creditors of the Company, in the order of priority as provided by law;

(B) To the Members with respect to their positive capital account balances.

**10.4 GAINS OR LOSSES.** During liquidation, any gain or loss on the disposition of the Company's property will be credited or charged to the Members in accordance with the provisions of ARTICLE III. Any property distributed in kind in liquidation will be valued and treated as though the property were sold for its fair market value and the cash proceeds distributed. The difference between the value of the property distributed in kind and its book value to the Company will be treated as a gain or loss on the sale of the property to be allocated between the Members pursuant to ARTICLE III.

## ARTICLE XI
## INDEMNIFICATION AGREEMENT

**11.1 INDEMNIFICATION**. The Company will indemnify each of its Managers to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by the person by reason of or arising from the fact that the person is or was a Manager of the Company, or is or was serving at the request of the Company as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Members or Managers, provide indemnification to Members, employees and agents of the Company who are not Managers. The indemnification provided in this Section will not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of Members or Managers, contract, or otherwise.

**11.2 LIMITATION OF LIABILITY**. Managers of the Company will not be liable to the Company or its Members for monetary damages for conduct as Managers except to the extent that the Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of Manager liability. No repeal or amendment of this Section or of the Act will adversely affect any right or protection of a Manager for actions or omissions before the repeal or amendment.

## ARTICLE XII
## AMENDMENTS

**12.1 BY MEMBERS.** The Members may amend or repeal the provisions of this Operating Agreement by unanimous agreement set forth in writing or by action taken at a meeting of Members called for that purpose. This Operating Agreement may not be amended or repealed by oral agreement of the Members.

**12.2 BY MANAGERS.** The Board of Managers may not amend or repeal the provisions of this Operating Agreement.

## ARTICLE XIII
## MISCELLANEOUS SECURITIES ISSUES

**13.1 PROHIBITED MARKET TRANSFERS.** Each Member hereby covenants and agrees with the Company for the benefit of the Company and all other Members that (a) it is not currently making a market in Membership Interests; (b) it will not transfer any Membership Interest upon an established securities market or a secondary market (or the substantial equivalent) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published), and (c) in the event the regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of a Membership Interest which are commonly referred to as "Matching Services" as being a secondary market or substantial equivalent thereof, he will not transfer any Membership Interest through a Matching Service that is not approved in advance by the Company.

**13.2 SECURITIES LAW LEGEND.** Each Member hereby agrees that the following legend may be placed upon any counterpart of this Operating Agreement, or any other document or instrument evidencing ownership of Membership Interest in this Company:

THE MEMBERSHIP INTERESTS DESCRIBED HEREIN (1) HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS, (2) HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO OR IN CONNECTION WITH THE SALE OR DISTRIBUTION THEREOF, AND (3) MAY NOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE FEDERAL REGISTRATION STATEMENT AND STATE QUALIFICATION RELATED THERETO OR AN OPINION OF COUNSEL FURNISHED AT HOLDER'S EXPENSE IN FORM AND SUBSTANCE AND FROM COUNSEL SATISFACTORY TO THE ISSUER OF THESE MEMBERSHIP INTERESTS THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE LAW.

## ARTICLE XIV
## DEFINITIONS

Capitalized words and phrases used in this Operating Agreement will have the following meanings:

**14.1** "*Act*" means the Oregon Limited Liability Company Act, as amended.

**14.2** "***Additional Member***" means an Assignee who has been admitted to the Company as a Member pursuant to the terms of the Operating Agreement.

**14.3** "***Articles of Organization***" means the Articles of Organization of Spruce Point Apartments LLC, an Oregon limited liability company, as amended from time to time.

**14.4** "***Asset Management Agreement***" shall mean the Asset Management Agreement that the Company intends to enter into with Light House Real Estate Services LLC on or before July 1, 2025, which agreement shall be executed and delivered by the parties in a form mutually agreed upon. Upon execution, the terms of such Asset Management Agreement shall be incorporated into this Agreement by reference and shall be binding upon the Company, its members and its managers

**14.5** "***Asset Management Fee***" shall mean the fees to Light House Real Estate Services LLC pursuant to the Asset Management Agreement.

**14.6** "***Assignee***" means the holder of any interest in the Company upon the transfer of a Membership Interest without the transferee being admitted to the Company as a Member.

**14.7** "***Board of Managers***" means collectively all the Managers of the Company.

**14.8** "***Capital Contribution***" shall mean the amount of money or the fair market value of other property contributed to the capital of the Company by a member as provided in Article III.

**14.9** "***Cash Flow***" means cash revenues from the operation of Company properties (excluding Net Cash Proceeds of a Sale or Refinancing, Capital Contributions and Company borrowings), for any fiscal year or portion thereof, decreased by (a) cash expenses, (b) amortization of Company mortgage obligations, (c) capital expenditures to the extent not paid from borrowings or reserves, and (d) establishment and maintenance of any and all reserves the Manager, in the exercise of its reasonable discretion, may deem necessary or appropriate for anticipated obligations, contingencies, capital improvements and working capital.

**14.10** "***Code***" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

**14.11** "***Company***" means Spruce Point Apartments LLC, an Oregon limited liability company.

**14.12** "***Development Services Agreement***" means the Development Services Agreement that the Company intends to enter into with GL-HF Development 2021 LLC on or before July 1, 2025, which agreement shall be executed and delivered by the parties in a form mutually agreed upon. Upon execution, the terms of such Development Services Agreement shall be incorporated into this Agreement by reference and shall be binding upon the Company, its members and its managers.

**14.13** "***Evergreen***" means Evergreen Community Development Partners, an Oregon public benefit nonprofit organization.

**14.14** "***Evergreen CPCCO Loan***" means the predevelopment loan in the amount of up to $500,000 by Evergreen to Green Light – Home First LLC ("***GL-HF***"), pursuant to a Loan Agreement dated as of August 27, 2024 between Evergreen and GL-HF, as amended and restated from time to time, including the anticipated future amendment to include Company as the sole borrower and to secure the loan with a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be recorded in the records of Tillamook County, Oregon at a later date. The loan is currently evidenced by an Interest-Bearing Promissory Note from GL-HF in favor of Evergreen.

**14.15** "***Evergreen Tillamook Loan***" means the predevelopment loan in the amount of up to $75,000 by Evergreen to GL-HF, pursuant to a Loan Agreement dated as of August 27, 2024 between Evergreen and GL-HF, as amended and restated from time to time, including the anticipated future amendment to include Company as the sole borrower and to secure the loan with a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to be recorded in the records of Tillamook County, Oregon at a later date. The loan is currently evidenced by an Interest-Bearing Promissory Note from GL-HF in favor of Evergreen.

**14.16** "***Manager***" means the individual or individuals appointed by the Members to serve as the Manager.

**14.17** "***Majority in Interest***" means one or more voting Membership Interests which taken together exceed one-half (1/2) of the aggregate of all voting Membership Interests.

**14.18** "***Member***" means any holder of a Membership Interest in the Company who has become a Member or Additional Member pursuant to the terms of this Operating Agreement.

**14.19** "***Membership Interest***" means the respective right of a Member or Assignee to an allocated share, expressed as a percentage, of the economic benefits of the Company, including net profits, net losses, distributions, and the right to vote on matters as to which the Operating Agreement requires or permits Members to vote. A Member's Membership Interest will be equal to that percentage as set forth on attached Exhibit A.

**14.20** "***Net Cash Flow***" shall mean the amount, if any, determined within 60 days after the end of each or any fiscal year, by which or portion thereof, equal to or in excess, if any, of (i) Cash Flow exceeds, over (ii) the aggregate amount of the fees and other expenses payable from Cash Flow in such year as set forth on Exhibit B.

**14.21** "***Net Cash Proceeds***" shall mean the net cash (including both principal and interest) realized by the Company from a Sale or Refinancing, after retirement of long-term debt, payment of all expenses related thereto, payment of or provision for Company debts and obligations and establishment and maintenance of such reserves as the Manager, in the exercise of its reasonable discretion, may deem necessary or appropriate for anticipated obligations, contingencies, capital improvements, replacements and working capital of the Company.

**14.22** "***Net Losses***" means the net loss of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

**14.23** "***Net Profits***" means the net income of the Company, computed in accordance with Code Section 703, applied consistently with prior periods.

**14.24** "***Operating Agreement***" means this Operating Agreement of Spruce Point Apartments LLC, an Oregon limited liability company, as amended from time to time.

**14.25** "***Property***" shall mean that certain real property located in the City of Manzanita, Tillamook County, Oregon.

**14.26** "***Property Management Agreement***" shall mean the Property Management Agreement that the Company intends to enter into with a property management company to be selected (the "***Selected Property Manager***") on or before July 1, 2025, which agreement shall be executed and delivered by the parties in a form mutually agreed upon. Upon execution, the terms of such Property Management Agreement shall be incorporated into this Agreement by reference and shall be binding upon the Company, its members and its managers.

**14.27** "***Property Management Fee***" shall mean the fees to the Selected Property Manager pursuant of the Property Management Agreement.

**14.28** "***Refinancing***" shall mean the refinancing of any loan secured by Company property.

**14.29** "***Regulations***" means the regulations issued by the U.S. Treasury Department under the Code.

**14.30** "***Sale***" shall mean and include the sale, exchange, condemnation or similar eminent domain taking, casualty or other disposition of all or any portion of the Property which is not in the ordinary course of business, and the sale of easements, rights of way or similar interests in the Property or any other similar items which in accordance with the accounting methods used by the Company are attributable to capital; provided, however, that "Sale" shall not refer to any transaction to the extent gain or loss is not recognized, or is elected not to be recognized, under any applicable section of the Code.

**14.31** "***Transferee***" means a third person or entity to whom a Transferring Member sells, transfers, encumbers, assigns, or otherwise disposes of all or any part of the Member's Membership Interest in the Company.

**14.32** "***Transferring Member***" means a Member who voluntarily sells, transfers, encumbers, assigns, or otherwise disposes of all or any part of the Member's Membership Interest in the Company to any third person or entity.

## ARTICLE XV
## MISCELLANEOUS

**15.1 ADDITIONAL DOCUMENTS.** Each Member will execute such additional documents and take such actions as are reasonably requested by the Managers in order to complete or confirm the transactions contemplated by this Operating Agreement.

**15.2 ARBITRATION.** Any dispute among the Members or among the Members and the Company concerning this Operating Agreement will be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the Arbitration Service of Portland. Arbitration will occur in Portland, Oregon. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds $10,000, the arbitrator's decision will include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. A party substantially prevailing in the arbitration will also be entitled to recover the amount for its costs and attorney fees incurred in connection with the arbitration as will be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, will prevent a Member from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

**15.3 ATTORNEY FEES.** Notwithstanding Section 15.2 above, if a suit, action, arbitration or other proceeding of any nature whatsoever (including, without limitation, any bankruptcy proceeding) is instituted in connection with any controversy arising out of this Operating Agreement or to interpret or enforce any rights under this Operating Agreement, the prevailing party will be entitled to recover its attorney fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the arbitrator or by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

**15.4 COUNTERPARTS.** This Operating Agreement may be executed in two or more counterparts, which together will constitute one agreement.

**15.5 GOVERNING LAW.** This Operating Agreement will be governed by Oregon law.

**15.6 EXCLUSIVE JURISDICTION.** It is agreed that the District Court of the State of Oregon, in and for the County of Multnomah, will be the sole and exclusive forum for the resolution of any disputes arising among any of the Members. The Company and each of the Members expressly and unconditionally confer jurisdiction for the resolution of any and all disputes upon the court. In the event that any litigation commenced in the court is properly removable to a Federal Court under the laws of the United States of America, the removal will take place if the legal basis for removal exists; provided, however, that the parties to this Operating Agreement agree that the exclusive venue of the Federal forum for the resolution of any disputes will be the United States District Court for the District of Oregon, located in Portland, Oregon.

**15.7 HEADINGS.** Headings in this Operating Agreement are for convenience only and will not affect its meaning.

**15.8 SEVERABILITY.** The invalidity or unenforceability of any provision of this Operating Agreement will not affect the validity or enforceability of the remaining provisions.

**15.9 THIRD-PARTY BENEFICIARIES.** The provisions of this Operating Agreement are intended solely for the benefit of the Members and will create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

***[The remainder of this page intentionally left blank.***
***The next page is the signature page.]***

ADOPTED as of March 17, 2025, by the undersigned, constituting all of the members.

**HOME FIRST AFFORDABLE LLC,**
an Oregon limited liability company

Signed by:
By: ______________________________
F11FCF400B93415
Benjamin Pray, Manager

**GREEN LIGHT AFFORDABLE LLC,**
an Oregon limited liability company

By: Green Light LLC,
an Oregon limited liability company,
Manager

DocuSigned by:
By: ______________________________
3B2D5984F3504BD...
Mark N. R. Desbrow,
Managing Member

**EVERGREEN COMMUNITY PARTNERS,**
an Oregon nonprofit corporation

DocuSigned by:
By: ______________________________
77071DDE3962436...
Scott Brumitt, Executive Director

**Acceptance of Managers:**

**GREEN LIGHT-HOME FIRST LLC,**
an Oregon limited liability company

By: Home First Development, LLC,
an Oregon limited liability company,
Manager

Signed by:
By: ______________________________
F11FCF400B93415
Benjamin Pray, Manager

By: Green Light LLC,
an Oregon limited liability company,
Manager

DocuSigned by:
By: ______________________________
3B2059E3F3504B9
Mark N. R. Desbrow,
Managing Member

The undersigned members of the Manager agree to be bound by the provisions of Section 5.4 of the Operating Agreement with respect to the breaking of a Management Deadlock as defined in Section 5.4.

**HOME FIRST DEVELOPMENT, LLC,**
an Oregon limited liability company

Signed by:
By: ______________________________
F11FCF400B93415
Benjamin Pray, Manager

**GREEN LIGHT LLC,**
an Oregon limited liability company

DocuSigned by:
By: ______________________________
3B2059E3F3504B9
Mark N. R. Desbrow,
Managing Member

# EXHIBIT A

| Member and Address | Membership Interest | Capital Contribution |
|---|---|---|
| Home First Affordable LLC<br>4351 SE Hawthorne Blvd.<br>Portland, Oregon 97215 | 49.50% | $49.50 |
| Green Light Affordable LLC<br>3462 NE Sandy Blvd.<br>Portland, Oregon 97232 | 49.50% | $49.50 |
| Evergreen Community Partners<br>4351 SE Hawthorne Blvd.<br>Portland, Oregon 97215 | 1.00% | $1.00 |

# EXHIBIT B
## Fees; Priority; Uses of Cash Flow

| Fee | Governing Agreement | Fee Recipient |
|---|---|---|
| Development Fee | Development Services Agreement | GL-HF Development 2021 LLC |
| Property Management Fee* | Property Management Agreement | Selected Property Manager |
| Asset Management Fee | Asset Management Agreement | Light House Real Estate Services LLC |

Payments contingent on Cash Flow shall be made in the following order of priority:

First, to pay the Asset Management Fee (as defined in the Asset Management Agreement), if any, in accordance with the Asset Management Agreement or any additional advance made to pay any unpaid portion of the Asset Management Fee; and

Second, to pay the Deferred Development Fee (as defined in the Development Services Agreement), if any, in accordance with the Development Services Agreement or any additional advance made to pay any unpaid portion of the Deferred Development Fee; and

Third, to Evergreen to pay the Evergreen CPCCO Loan up to Ten Thousand Dollars ($10,000) per fiscal year, which will be applied first to accrued interest and then to the principal balance; and

Fourth, to Evergreen to pay the Evergreen Tillamook Loan up to Ten Thousand Dollars ($10,000) per fiscal year, which will be applied first to accrued interest and then to the principal balance.

Any remaining Cash Flow shall constitute Net Cash Flow which is distributable to the Members in accordance with Section 8.1 of this Agreement.

*This fee is fixed and not cash flow dependent.