MORTGAGEE CONSENT AND AGREEMENT

This Mortgagee Consent and Agreement (this "Consent") is executed, delivered, and effective as of the November __, 2024 by City of Columbia, Missouri (the "Mortgagee") with and in favor of Deutsche Bank Trust Company Americas ("Lender").

WHEREAS, the Mortgagee is the lender pursuant to the Leasehold Deed of Trust and Security Agreement (the "Deed"), dated as of May 17, 2000, by and between the Mortgagee and Hanover Gardens, L.P., a Missouri limited partnership (the "Development Partnership").

WHEREAS, each of Jeffrey E. Smith Partnerships, L.C., a Missouri limited liability company ("JES GP"), Missouri Affordable Housing Fund X, L.P., a Missouri limited partnership ("MAHF X"), Capital Partners Series XII, L.P., a Missouri limited partnership ("CPS XII") and Capital Partners SLP, Inc., a Missouri corporation ("CPS SLP" and together with MAHF X, CPS XII and JES GP, each a "Pledgor" and collectively the "Pledgors") are party to that certain Pledge Agreement dated as of the date hereof (the "Pledge Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Pledge Agreement) pursuant to which each Pledgor, as a Partner (as defined in the Amended and Restated Agreement of Limited Partnership of the Development Partnership, dated as of February 1, 2020 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "LPA")) desires to pledge their respective Interests (as defined in the LPA) of the Development Partnership to the Lender.

WHEREAS, the Mortgagee has been provided a copy of the Pledge Agreement.

WHEREAS, in accordance with the Deed, the Mortgagee has been requested to consent to the terms of the Pledge Agreement to which the Pledgors are a party.

NOW THEREFORE, for good and valuable consideration, the Mortgagee consents and agrees as follows with and in favor of Lender:

1. Mortgagee consents to the Pledge Agreement and the pledges and other transactions described therein and agrees that entry into the Pledge Agreement by Pledgors does not constitute a default or event of default under the Deed or any of the other financing documents related thereto regardless of whether any Pledgor was a party to any such financing document. This Consent is the legal, valid and binding obligation of Mortgagee, enforceable in accordance with its terms.

2. Notwithstanding anything to the contrary in the Deed, the Mortgagee agrees that the exercise by Lender of rights and remedies under the Pledge Agreement shall not constitute a default or an event of default under the Deed.

3. This Consent may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. It is binding upon the Mortgagee and the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, this Consent has been executed and delivered as of the date and year set forth above.

CITY OF COLUMBIA, MISSOURI
(Mortgagee)

By: _____ 11-7
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/SV