

CONSENT TO ASSIGNMENT OF
Certain Financing Documents re the Affordable Housing Project – Petter Court

This Consent to Assignment (“CTA”) is by and between the City of Medina (“City”), Attain Housing (formerly doing business as Kirkland Interfaith Transitions in Housing (KITH)), and Hopelink.

WHEREAS, on/about September 4, 2024, Hopelink acquired the assets of Attain Housing (formerly KITH), including the rights and interests in certain project financing documents relating to the affordable housing project, Petter Court, located at 14323 123rd Avenue NE, Kirkland, Washington; and,

WHEREAS, based on this acquisition, the former Attain Housing is now known as Hopelink; and,

WHEREAS, the original Funding Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement (“Petter Court Project Financing Documents”) between the City and Attain Housing / KITH dated on/about February 11, 2003, including all amendments thereto, was assigned by Attain Housing to Hopelink; and,

WHEREAS, Attain Housing has assigned all its rights, duties and obligations under the Project Financing Documents to Hopelink;

NOW THEREFORE, the City, Attain Housing, and Hopelink agree as follows:

The City hereby consents to the assignment by Attain Housing to Hopelink, the entirety of Attain Housing / KITH, title, and interest that it has in and to the Petter Court Project Financing Documents (“Assigned Agreements”): (1) the Funding Agreement (dated 2/18/2003), (2) Promissory Note (dated 2/11/2003), (3) the Deed of Trust (dated 2/11/2003; Recording No. 20030409002527), (4) the Regulatory Agreement (dated 2/18/2003; Recording No. 20030409002522) under the following terms and conditions:

1. Hopelink agrees, recognizes and acknowledges it is solely responsible for Attain Housing / KITH right, title, and interest in the Assigned Agreements.

2. Hopelink hereby agrees that Hopelink assumes each and every duty under the Assigned Agreements; including but not limited to, any affordability restrictions, repayment obligations, and insurance requirements. As such, Hopelink is solely responsible and liable to the City for each and every duty and obligation in the Assigned Agreements and accepts such responsibility.

3. The Assigned Agreements shall now be between Hopelink located at 8990 154th Ave NE, Redmond, WA, 98052-3567, and the City of Medina.

4. Hopelink hereby expressly releases the City from any liability resulting from or related to consenting to the assignment of the Assigned Agreements and agrees to protect,

indemnify and defend the City should a challenge be made to this CTA or the assignment.

5. The City and Hopelink further agree the Assigned Agreements shall be binding upon, enforceable by, and inure to the benefit of the City and Hopelink and their successors and assigns.

6. Hopelink hereby agrees that it will not assign any of the rights, title or interest in, or the duties and obligations under the Assigned Agreements without the prior written consent of the City.

7. Hopelink shall henceforth make any payments owed under the Assigned Agreements (if any) to the City, and the City shall substitute Hopelink as the notice addressee under the Assigned Agreements. The parties certify that there are no remaining invoices outstanding from the period prior to assignment. Future invoices must be submitted by Hopelink.

8. Hopelink agrees that other than what is explicitly provided herein, this CTA is neither a modification nor an amendment to the Assigned Agreements.

9. The City and Hopelink agree that this CTA shall be construed and interpreted in accordance with the laws of the State of Washington.

10. Unless otherwise specified in this CTA, all terms and conditions of the Assigned Agreements remain the same.

11. Per the terms of the agreement between Attain Housing and Hopelink for sale/acquisition of Attain Housing assets, certain Attain Housing contracts, including the Assigned Agreements identified herein, are scheduled to be assigned and transferred to Hopelink effective upon closing (the "Effective Date") of the transaction.

12. City consents to the assignment ("Consent to Assignment") of the Assigned Agreements as listed on Exhibit A attached hereto and incorporated herein. This Consent to Assignment is strictly contingent upon the closing of the sale/acquisition to Hopelink, which the parties intend to complete on the Effective Date. In the event the agreement between Attain Housing and Hopelink terminates, this Consent to Assignment shall terminate upon written notice to City. City affirms that the Assigned Agreements are in full force and effect.

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Executed this ____ day of _____, 2024

Attain Housing

City of Medina

By: _____ By: _____
[Title] [Title]

Hopelink

Approved as to Form:

By: _____ By: _____
[Title] Assistant City Attorney

Exhibit A
Assigned Agreements

This Consent to Assignment applies to the following Petter Court Project Financing Documents:

1. Funding Agreement (dated 2/18/2003);
2. Promissory Note (dated 2/11/2003);
3. Deed of Trust (dated 2/11/2003) – King County Recording Number 20030409002527; and
4. Regulatory Agreement (dated 2/18/2003) – King County Recording Number 20030409002522.