

DEVELOPMENT AGREEMENT

Between Columbus, Georgia

and

Columbus Housing Initiative, Inc. dba NeighborWorks Columbus®

In the Columbus Consolidated Government South Columbus River
District Tax Allocation #8

As of _____, 2022

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DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”), made to be effective as of the ___ day of April, 2022 (the “Effective Date”) is made by and between Columbus, Georgia, a political subdivision of the State of Georgia (“Columbus”), and Columbus Housing Initiative, Inc, dba NeighborWorks Columbus®, (“NeighborWorks” or “Developer”) a Georgia non-profit corporation, as Developer. Capitalized terms used herein and not otherwise defined have the meanings given to them in Article I.

ARTICLE I RECITALS

WHEREAS, Columbus is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and in accordance with House Bill 773 enacted by the General Assembly in 2006 (2006 GA. LAWS p. 4507, *et seq.*) and approved in a referendum on November 6, 2006; and

WHEREAS, Resolution No. 408-20, which was duly adopted on December 15, 2020 (the “TAD Resolution”) following two public hearings as required by law by the Council of Columbus, Georgia, approved the South Columbus River District Redevelopment Plan and created Tax Allocation District#8: South Columbus River District, and

WHEREAS, Columbus and the Muscogee County School District (“MCSD”) have entered into an Intergovernmental Agreement dated [●] (the “Intergovernmental Agreement”) approving MCSD’s participation in the South Columbus River District Redevelopment Plan, and

WHEREAS, the Redevelopment Powers Law provides that Columbus may enter into public-private partnerships to effect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of Columbus, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the South Columbus River District TAD; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, redevelopment of portions of the South Columbus River District and Columbus; and

WHEREAS, Developer is the owner of the Elliott’s Walk Tract which is located within the South Columbus TAD; and

WHEREAS, Developer will undertake the redevelopment of its property into an affordable (at least 80%) housing single family and rental development and related uses; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, Columbus has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, a portion of the Tax Allocation Increment collected in the South Columbus River District TAD will be used to

reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the TAD Project; and

WHEREAS, Developer, pursuant to the terms of this Agreement, will undertake this critical revitalization in Columbus consistent with the South Columbus River District Redevelopment Plan.

AGREEMENT

NOW THEREFORE, Columbus and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 *Definitions.* Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Administrative Fee” means an annual administrative fee in an amount not to exceed \$5,000.00, as well as Columbus’s expenditures for legal and professional fees incurred in connection with the Elliott’s Walk Project, to be paid to Columbus from the Tax Allocation District #8 Fund and shall have the highest priority of payment from Tax Allocation District #8 Fund, as provided in **Section 3.4**.

“Advances” means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs associated with the TAD Project or for which Developer may be entitled to reimbursement pursuant to Section 6.2.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) below, and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Columbus” means Columbus, Georgia, a political subdivision of the State of Georgia.

“Completion” means the completion of the infrastructure portion of the TAD Project. For all purposes of this Agreement, Completion with respect to the TAD Project will be deemed to have occurred on the date of the delivery to Columbus of a Completion Certificate for the TAD Project.

“Completion Certificate” means a certificate of completion provided by Developer to Columbus with respect to the Completion of the infrastructure portion of the TAD Project to which is attached at Developer’s option either: (i) a certification that the TAD project has reached Completion in accordance with the applicable Plans, or (ii) a "Certificate of Substantial Completion", AIA Document G704-2000 executed by the designer of record for the TAD Project.

“Declaration” means a Declaration of Easements, Covenants and Restrictions dated _____, 2022 executed by the owners of the Elliot’s Walk Project, which Declaration appears of record in the Office of the Clerk of Superior Court of Muscogee County, Georgia in Deed Book ____ at Page ___.

“Developer” has the meaning as set forth in the introductory paragraph of this Agreement.

“Effective Date” has the meaning as set forth in the introductory paragraph of this Agreement.

“Elliott’s Walk Project” means the tract of land located at 1104 Leslie Drive, as more fully described in Schedule B-1 hereto, as such Schedule may be amended or modified from time to time, on which the Project will be constructed.

“Elliott’s Walk Project Completion Date” means the date of substantial completion of the Elliott’s Walk Project.

“Elliott’s Walk Tract” means the parcels within the Site Plan identified on Schedule A-2 on which Developer will construct the Elliott’s Walk Project.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §690 I *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 960 I *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. §1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means the actual period of any delay in the final completion date of the TAD Project, or the Elliott’s Walk Project, as applicable, caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, or severe weather conditions. in excess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4, in any such case entitling Developer a commensurate extension of time to perform and complete its obligations delayed thereby under this Agreement. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the TAD Project or the Elliott’s Walk Project, as applicable.

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

“Hazardous Substances” means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Material modification” means (i) any modification, change or alteration in the description of the TAD Project or the Elliott’s Walk Project, as applicable, that would add uses other than the following current uses: single family, multi family housing; or (ii) any extension of the TAD Project Schedule beyond the TAD Project Completion Date.

“NeighborWorks” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Permitted Exceptions” means all of the following: (i) any reasonable and customary exceptions that serve or enhance the use or utility of the TAD Project that may arise in the course of construction and may arise during operation, of the TAD Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (ii) any other exceptions expressly approved in writing by Columbus; (iii) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; and (iv) any exceptions approved by Developer’s lender.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

“Plans” means the Site Plan and the construction plans for the TAD Project as the same may have been modified from time to time, including any Material Modifications.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the TAD Project or the Elliott’s Walk Project, as applicable, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

“Project Financing” means any loans, financing, equity investment, or other agreement (other than this Agreement) provided to or for the benefit of Developer to finance, directly or indirectly, any portion of the TAD Projects.

“Project Modification” means (i) any aggregate change in the TAD Project Budget in excess of fifteen percent (15%).

“Redevelopment Costs” has the meaning given that term by O.C.G.A. § 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement.

“Redevelopment Plan” means the South Columbus River District Redevelopment Plan for Columbus Tax Allocation District Number Eight approved by Columbus pursuant to the TAD Resolution on December 15, 2020, following a public hearing as required by law, as may be amended from time to time.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as may be amended from time to time.

“Reimbursement Costs” means categories of Redevelopment Costs for which Columbus has agreed to reimburse Advances, from the “Elliott’s Walk Project Special TAD Fund,” as shown on Schedule D-2 attached hereto.

“Requisition” means a requisition document providing the information concerning all TAD Project expenditures information in form satisfactory to the Columbus Finance Director.

“Site” means the real property on which the Elliott’s Walk Project is located within the South Columbus River District TAD, as more specifically identified in Schedule A-1 hereto.

“Site Plan” means the plan utilized for development of the Elliott’s Walk Project as more specifically identified in Schedule A-2 hereto.

“South Columbus River District TAD” means that Tax Allocation District # 8 created by Columbus for the collection of Tax Allocation Increment effective December 15, 2020, pursuant to the Redevelopment Powers Law and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD Project” means those improvements identified and more fully described in Schedule B-2 hereto as such Schedule may be amended or modified from time to time.

“TAD Project Budget” means the projected cost for acquisition, financing, soft costs, construction and other costs of the TAD Project as set forth in Schedule D-2 hereto, as such Schedule may be amended or modified from time to time, including any Project Modifications.

“TAD Project Completion Date” means the date of substantial completion of the infrastructure portion of the TAD Project (as evidenced by delivery by Developer to Columbus of a Completion Certificate).

“TAD Project Construction Schedule” means the schedule utilized for construction of the TAD Project as set forth in Schedule C-1, as such Schedule was amended or modified from time to time.

“TAD Resolution” means Resolution No. 408-20 duly adopted by the Columbus Council on December 15, 2020, following a public hearing as required by law, pursuant to which Columbus approved the Redevelopment Plan and created the South Columbus River District TAD.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real property within the South Columbus River District TAD attributable to the ad valorem millage rate levied annually by Columbus (which was .040831 mils in 2022).

“Title Policy” means the title insurance policy issued by a nationally recognized title company with respect to the Site.

Section 2.2 *Singular and Plural.* Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 *Representations and Warranties of Developer.* Developer hereby represents and warrants to Columbus that:

(a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia. Developer's officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to Columbus, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements to be furnished to Columbus by Developer with respect to Developer will fairly present the financial condition of Developer as of the dates thereof, and all other written information furnished to Columbus by Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. Developer has no knowledge *except as disclosed in the Environmental Report*: (i) of the presence of any Hazardous Substances on the Site, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Site, or any portion thereof, or (ii) of the presence of any PCB transformers serving, or stored on, the Site, or any portion thereof, and Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(g) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(h) No Undisclosed Liabilities. Neither Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Elliott's Walk Project, Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(i) Tax Matters. Developer has prepared and filed in a substantially correct manner all federal, state, local and foreign tax returns and reports heretofore required to be filed by them and have paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of Developer for the purpose of determining whether such a deficiency should be asserted against Developer.

(j) ERISA and Related Matters. Developer does not maintain any retirement or deferred compensation plan, savings, incentive, stock option or stock purchase plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangement for any employee, consultant or agent of the Developer, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an “Employee Benefit Plan” (as defined in §3(3) of ERISA). Developer does not maintain nor has Developer ever contributed to any Multiemployer Plan (as defined in §3(37) of ERISA). Developer does not currently maintain any Employee Pension Benefit Plan subject to Title IV of ERISA. There have been no “prohibited transactions” (as described in §406 of ERISA or §4975 of the Internal Revenue Code) with respect to any Employee Pension Benefit Plan or Employee Welfare Benefit Plan maintained by Developer as to which Developer has been a party.

(k) Principal Office. The address of Developer's principal place of business is 345 Sixth St, Columbus, Georgia 30901.

(l) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Elliott’s Walk Project, without known conflict with any rights of others.

(m) Project Location. The TAD Project is located wholly within Columbus and further, wholly within the South Columbus River District TAD.

(n) Utilities. All utility services necessary and sufficient for the construction and operation of the Elliott’s Walk Project will at all appropriate times be available through dedicated public rights of way or through perpetual private easements.

(o) Plans. Developer has furnished to Columbus true and complete sets of the Site Plans. The Site Plans so furnished to Columbus comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting the Elliott’s Walk Project.

(p) Funding Sources for Project Financing. Developer at its own cost has secured the necessary financing for construction of the Elliott’s Walk Project.

(q) Liens. Other than as disclosed in writing to Columbus, there are no material liens of laborers, subcontractors or materialmen on or respecting the TAD Project on the Effective Date.

(r) Budget. The TAD Project Budget attached hereto as Exhibit D-2 accurately reflects the currently estimated costs of the TAD Project.

(s) Title. As of the Effective Date, Developer holds fee simple title to parcel on which the Elliott’s Walk Project is located, and has the legal authority to carry out the TAD Project on the Elliott’s Walk Tract.

Section 3.2 *Representations and Warranties of Columbus.* Columbus hereby represents and warrants to Developer that:

(a) Organization and Authority. Columbus is a consolidated government duly created and existing under the laws of the State. Columbus has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Columbus, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Columbus as a condition to the valid execution, delivery, and performance by Columbus of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Columbus in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against Columbus before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) Findings. Columbus has previously found and determined that the South Columbus River District, including the Elliott's Walk Tract, and surrounding area as a whole have not been subject to growth and development through private enterprise, and has further determined that the Elliott's Walk Tract is appropriate for community redevelopment pursuant to the Redevelopment Powers Law, and has authorized the creation of the South Columbus River District TAD and the use of the tax increment financing to provide the costs for the TAD Project.

(e) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption except by the execution of a Intergovernmental Agreement with MCSD to all school tax millage to be added to the Tax Allocation Increment. No amendment of or supplement to the TAD Resolution is contemplated or pending with Columbus or Columbus Council.

(f) Redevelopment Agency. Columbus has been duly designated as Redevelopment Agency for the South Columbus River District TAD as contemplated by the Redevelopment Powers Law.

Section 3.3 *Parties to Cooperate.* The parties hereto acknowledge that they are entering into this Agreement based on projections that the Elliott's Walk Project will generate Tax Allocation Increment in at least the amounts shown on Schedule E hereto. Columbus and Developer will cooperate as provided in this Agreement in order to ensure that Tax Allocation Increment generated by the Elliott's Walk Project in the South Columbus River District TAD are collected and deposited into the Tax Allocation District #8 Fund in accordance with the terms of this Agreement, thereby permitting reimbursement of Reimbursement Costs advanced by Developer in connection with the TAD Project as contemplated by this Agreement.

Section 3.4 *Payment of Administrative Fee and Expenses.* Developer acknowledges and agrees that Columbus shall be entitled to an Administrative Fee and to be reimbursed its professional, legal and administrative expenses from the Tax Allocation District #8 Fund such payments shall have the first priority of payment from the Tax Allocation District #8 Fund. In the event that in any year there are

insufficient funds in the Tax Allocation District #8 Fund to pay such fees and expenses, the unpaid amounts shall accrue and be payable from the first available future deposits into the Tax Allocation District #8 Fund. Such fees shall be determined on an annual basis and shall not exceed \$5,000 per year.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

Section 4.1 *Construction of the TAD Project.*

(a) Developer will develop and construct the TAD Project in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A-2 and B-2, which will be used as the basis for reimbursement of Advances under Section 6.2.

(b) Developer will construct the TAD Project in accordance with all applicable Legal Requirements in which failure to do so would have a Material Adverse Effect.

(c) Developer shall develop and construct the Elliott's Walk Project in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A-2 and B-2 which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 5.1. Columbus agrees to use commercially reasonable efforts to assist Developer with the Elliott's Walk Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(d) Upon completion of the infrastructure portion of the TAD Project, Developer shall provide Columbus with a final cost summary of all costs and expenses associated with the TAD Project, a certification that the Elliott's Walk Project has been completed, and evidence that all amounts owing to contractors and have been paid in full evidenced by customary affidavits executed by such contractors.

Section 4.2 *Approvals Required for the Project.* Developer will obtain all necessary Project Approvals for the TAD Project, and shall certify to Columbus that the TAD Project complies with all Legal Requirements of any governmental body regarding the use or condition of the TAD Project.

ARTICLE V DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 *Modifications.*

(a) *Material Modifications.* Developer shall certify to Columbus that no material modification will be made to the TAD Project or the Elliott's Walk Project, except as disclosed on schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Developer to Columbus.

(b) *Project Modifications.* Owner shall certify to Columbus that there will be no Project Modifications, as defined herein, not noted on schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Owner to Columbus, and that any modification to the TAD Project Budget as a result of such Project Modification shall be reflected on an updated Budget to be presented to Columbus.

Section 5.2 *Completion of the Project.* Developer will complete construction of the TAD Project substantially in accordance with Schedule B-2 in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed, subject to any lawful protest

in accordance with Section 5.6.

Section 5.3 *Compliance with Documents.* Developer has remained and will continue to remain in compliance with its obligations and covenants in the Loan Documents, if any, pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the TAD Project.

Section 5.4 *Litigation.* Developer will notify Columbus in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the TAD Project, in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify Columbus in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition or operation of Developer or the TAD Project.

Section 5.5 *Records and Accounts.* Developer has and will keep true and accurate records and books of account in connection with the TAD Project in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

Section 5.6 *Liens and Other Charges.* Developer has paid and discharged, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the TAD Project unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the TAD Project.

Section 5.7 *Compliance with Laws, Contracts, Licenses, and Permits.* Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the TAD Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 *Laborers, Subcontractors and Materialmen.* Developer, at Columbus's request, shall furnish to Columbus final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5,000.00 for the TAD Project.

Section 5.9 *Taxes.* To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Elliott's Walk Tract, the Elliott's Walk Project, and the TAD Project, or upon the revenues, rents, issues, income and profits of the Elliott's Walk Project and the TAD Project, or arising in respect of the occupancy, use or possession thereof, and will provide to Columbus, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.10 *Insurance.* To the extent of its interest therein, Developer will keep the TAD Project and the Elliott's Walk Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations. During the terms of this agreement, a Certificate of Liability Insurance shall be furnished annually to the City to include endorsements for, at minimum, \$1 million in bodily injury and property damage coverage as a combined single limit for each occurrence with a \$2 million annual aggregate in reference to the following types of insurance: General Liability for Premises/Operations, Independent Contractors and Sub-Contractors,

and Umbrella/Excess Liability.

Section 5.11 *Further Assurances and Corrective Instruments.* Columbus and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 5.12 *Access to the Site.* During the term of this Agreement, upon a minimum of five (5) days' notice from Columbus, Developer will permit persons designated by Columbus to access the Site and to discuss the status of the TAD Project and the Elliott's Walk Project with representatives of Developer, all in such detail and at such times as Columbus may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with activities of the TAD Project, or the Elliott's Walk Project or with Developer's business operations generally. Columbus must be accompanied by a representative of Developer during any access contemplated by this Section.

Section 5.13 *Delivery of Documents.* Developer shall deliver to Columbus the following:

- (a) Most recent plat of the Site;
- (b) Title Policy, including any Permitted Exceptions;
- (c) Corporate Resolutions authorizing Developer to enter into this Agreement; and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State; and Developer's most recent financial statements.

Section 5.14 *Scope of Developer Commitments.* All representations, warranties and obligations of Developer hereunder shall be personal to Developer, and in no event shall Developer be deemed to be in default of any representation, warranty, or other obligation under this Agreement as a result solely of the noncompliance by any other property owner or occupant of a portion of any property located in the South Columbus River District TAD with the terms of this Agreement; provided, however, if this Agreement is assigned pursuant to Section 9.5, any successor in interest to Developer shall be bound by all of the obligations of Developer set forth herein.

ARTICLE VI DISBURSEMENT AND REIMBURSEMENT

Section 6.1 *Advances.*

- (a) Developer, in its sole discretion as to timing and amount, may make or cause to be made Advances in connection with the TAD Project.
- (b) Developer may submit Requisitions to Columbus for its review and approval for reimbursement for any such Advances as described in Section 6.2.

Section 6.2 *Disbursements.* Subject to compliance by Developer with all of the terms and conditions of this Agreement, the funds deposited into the Tax Allocation District #8 Fund will be available for disbursement to Developer for reimbursement of Advances in connection with the TAD Project at such times and in such amounts as determined (each a "Disbursement") in

accordance with the following procedures:

(a) *Requisition:* Developer will submit a Requisition and invoice to Columbus annually. The Requisition will include (i) the TAD Project Budget and the itemized schedule of values prepared by the General Contractor or Developer of the total Reimbursement Costs for which amounts on deposit in the Tax Allocation District #8 Fund are requested (the “Schedule of Values”), and (ii) all costs incurred for construction and non-construction expenses for the Reimbursement Costs from the date of the previous Requisition to the date of the current annual Requisition, which Reimbursement Costs have been itemized under the applicable line items of the TAD Project Budget as set forth in Exhibit D-2. The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The total Reimbursement Costs over the term of the agreement shall not exceed \$10,170,366, and no annual requisition/invoice shall exceed the balance available in the TAD Fund for any year in accordance with Schedule F.

(b) *Supporting Evidence:* All Requisitions must be accompanied by evidence in form and content reasonably satisfactory to Columbus (including, but not limited to, certificates and affidavits of Developer) showing:

(i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested;

(ii) That all construction has been conducted substantially in accordance with the Plans; and all changes thereto approved by Columbus or otherwise permitted pursuant to the terms hereof; and

(iii) That there are no liens outstanding against the TAD Project except for (A) those set forth in the Title Policy, (B) inchoate liens for property taxes not yet due and payable, (C) liens being contested in accordance with the terms and conditions set forth in applicable law, and (D) loans for the construction of the TAD Project,.

(c) *City Review:* The construction for which Reimbursement Costs are included in any Requisition must be reviewed and approved by Columbus or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with the Plans.

(d) *Requisition Term:* Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods beyond twenty-five (25) years after the Effective Date of this Agreement be used to satisfy outstanding balances due Developer, if any. Obligations due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer as listed in Schedule D-1 or (ii) twenty-five (25) years after the effective date of this Agreement.

Section 6.3 Limited Liability.

(a) The payment of all obligations required to be paid by Columbus under this Agreement shall be special or limited obligations of Columbus payable only from the Tax Allocation District #8 Fund. Columbus will have no liability to honor any Requisition except from amounts on deposit in the Tax Allocation District #8 Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of Columbus will be personally responsible for any liability arising under or growing out of the Agreement.

(c) Columbus will not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

(d) The maximum term of the Agreement shall not exceed twenty-five (25) years from its effective date, and its total liability under the Agreement will not exceed the Reimbursement Costs of \$10,170,366.

Section 6.4 Reimbursement. Provided that there is positive Tax Allocation Increment in the Tax Allocation District, properly requisitioned and invoiced Reimbursement Costs will be reimbursed in no more than 25 annual payments subject to the following conditions:

(a) To the extent that it is available in the Tax Allocation District #8 Fund after the deduction of the Administrative Fee, Columbus shall provide funding to Developer with annual payments in the amount of up to \$577,949 as set forth on Schedule F for all amounts supported by an approved Requisition. Each year, Developer shall provide a Requisition for any additional costs incurred since the approval of the previous Requisition and invoice for the total requested annual payment to the Finance Director. Provided, however, in the event that other Tax Allocation District #8 projects are also entitled to scheduled funding in the same year, and the funds are inadequate to make all scheduled payments after the deduction of administrative expenses, then each project shall receive its proportionate share based on the amount its scheduled payment due that year bears to the total amount of scheduled payments due that year for all projects. For any year in which the Tax Allocation District #8 Fund is insufficient to make the full annual payment due Developer, a shortfall shall accrue to the Developer in the amount of the deficiency (“Accrued Shortfall”).

(b) If an Accrued Shortfall exists at the conclusion of the nineteen (19) year schedule set forth in Exhibit F, then Developer will be allowed to recoup up to \$577,949.00 of the Accrued Shortfall each year for up to six (6) additional years until the shortfall is satisfied. Developer will submit an annual invoice claiming the outstanding Accrued Shortfall until the Accrued Shortfall is satisfied or the expiration of six (6) years whichever occurs first. Each annual invoice to recoup an Accrued Shortfall will be treated on the same proportionate basis as all scheduled project payments due in that particular year.

(c) *Forfeiture.* Notwithstanding anything herein to the contrary, if, following the conclusion of the twenty-fifth year of payments from the Tax Allocation District #8 Fund on the basis set forth above, Owner shall forfeit any amounts set forth in Schedule F that have not been recouped in accordance with the terms set forth above by that date.

ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold Columbus and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the TAD Project. Notwithstanding anything to the contrary in this Agreement, (1) Developer's indemnification obligation under this Article is limited to the greater of \$2,000,000.00 or the policy limits available under the insurance policies required under Section 5.10; (2) Developer will not be obligated to indemnify any

Indemnified Person for the Indemnified Person's own gross negligence, recklessness or intentional act or omission.

Section 7.2 *Notice of Claim.* If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the ten business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 *Defense.* Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 *Separate Counsel.* If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or

(iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 *Survival.* The provisions of Article VII will remain in effect until the later of i) the expiration of two (2) years after certification of completion of the TAD Project or ii) the termination of Columbus' obligation to make payments under this Agreement

ARTICLE VIII DEFAULT

Section 8.1 *Default by Developer.*

(a) Until delivery of the Completion Certificate for the TAD Project contemplated in Section 4.1, the following will constitute a Default by Developer:

(i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;

(ii) An Act of Bankruptcy of Developer.

(b) Until two (2) years after delivery of the certificates of completion for the TAD Project

contemplated in Section 4.1, the following will constitute a Default by Owner or Developer:

(c) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to Columbus and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect as of the date such representation or warranty is made;

(d) Any material report, certificate or other document or instrument furnished to Columbus by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate, or misleading in any material respect; or if any report, certificate or other document furnished to Columbus on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to Columbus.

Section 8.2 Remedies. If a default by Developer occurs and is continuing 30 days after receipt of written notice to Developer from Columbus specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an “Event of Default,” and Columbus will be entitled to elect any or all of the following remedies: (i) subject to the final sentence in this Section, terminate this Agreement and discontinue further funding hereunder, or (ii) seek any remedy at law or in equity that may be available as a consequence of Developer's default. (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default.

Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder except that all amounts due to Developer for unreimbursed Advances and interest accrued thereon will continue to be payable to Developer under the terms of this Agreement.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event of an Event of Default by Owner or Developer, if Columbus employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to Columbus, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by Columbus, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by Columbus. The following will constitute a default by Columbus: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 30 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 30-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies Against Columbus. Upon the occurrence and continuance of a default by Columbus hereunder, Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

**ARTICLE IX
MISCELLANEOUS**

Section 9.1 *Term of Agreement.* This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs for the TAD Project have been fully reimbursed to Developer as listed in Schedule D-1 from the Tax Allocation District #8 Fund or 25 years after the effective date of this Agreement

Section 9.2 *Notices.* Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

NeighborWorks
Columbus
345 Sixth St.
Columbus, Georgia
30901.

With a copy to:

Jake Wallace
Associate Attorney

Goggans, Stutzman, Hudson, Wilson & Mize, LLP
Direct: 706.243.0314
Main: 706.317.3440
Fax: 706.317.3441
jwallace@gshattorneys.com
5650 Whitesville Road
Suite 206
Columbus, GA 31904
<https://gshattorneys.com>

If to Columbus:

City Manager
100 10th Street
Columbus, GA 31901

With copies to:

City Attorney
100 10th Street
Columbus, Georgia
31901

Finance Director
100 10th Street
Columbus, Georgia
31901

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when received for by, or actually received by the party identified above.

Section 9.3 *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.4 *Invalidity.* In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.5 *Successors and Assigns.*

(a) Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of Columbus, provided that Developer may, without the prior consent of Columbus, assign this Agreement and all or any portion of its rights hereunder and interests herein;

(i) to any Affiliate of it or to any entity which controls, is controlled by or under common control with it;

(ii) (intentionally omitted); or

(iii) to any lender providing financing for all or any part of the Elliott's Walk Project.

Developer will provide written notice to Columbus of any such assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of Columbus, to a lender to secure any acquisition, development or loan for the TAD Project or the Elliott's Walk Project.

Section 9.6 *Schedules; Titles of Articles and Sections.* The Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to a Schedule will be considered a reference to the applicable Schedule attached hereto unless otherwise stated.

Section 9.7 *Applicable Law.* This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue shall be in Columbus, Georgia.

Section 9.8 *Entire Agreement.* This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.9 *Approval by the Parties.* Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties hereto, the parties hereto agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no

written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.10 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as

Of the ___ day of _____, 2022. -

COLUMBUS, GEORGIA

By: _____
Its: City Manager

Attest: _____
Its: Clerk of Counsel

COLUMBUS HOUSING INITIATIVE, INC. dba NEIGHBORWORKS COLUMBUS®

By: _____
Its: President/CEO

**SCHEDULE A-1
SITE DESCRIPTION**

Legal Description

REFER TO ATTACHMENT (2 PAGES)

REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENTS

SCHEDULE A-2

SITE PLAN

REFER TO ATTACHMENT (1 PAGE)

REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENT

SCHEDULE B-1
ELLIOTT'S WALK PROJECT DESCRIPTION

The project will be a Planned Unit Development, including single family homes, 55+ midrise apartment building and multifamily “big houses.” Both the single family residences and the rental multifamily development will provide affordable housing to South Columbus. Project is in phases, with a portion of Phases I and II being affordable single family homes, a portion of Phase III being the future affordable 55+ apartment building, and a portion of Phase IV being future affordable multifamily “big houses.” Infrastructure will include grading, storm drainage, sanitary sewers, water lines, streets, sidewalks and street lights, with related soft costs and other costs included in the approved budget.

SCHEDULE B-2
TAD PROJECT DESCRIPTION

The TAD Project will include three items, infrastructure, gap financing for multifamily low-income housing tax credit (“LIHTC”) development, and interest carry for the interim financing of the TAD work until repayment by the tax increments.

Infrastructure will include grading, storm drainage, sanitary sewers, water lines, streets, sidewalks and street lights, with related soft costs and other costs included in the approved budget. Streets and related right of way will be dedicated to Columbus Consolidated Government on completion.

Gap financing for the LIHTC development will form a portion of the capital stack that will make the rental affordable housing deal possible.

Interest carry is for the interest on the financing carried by the Developer to build the infrastructure and provide the gap financing.

SCHEDULE C-1
ELLIOTT'S WALK PROJECT SCHEDULE
REFER TO ATTACHMENT (1 PAGE)

REFER TO PDF VERSION FOR ATTACHMENT

SCHEDULE C
TAD PROJECT SCHEDULE

REFER TO ATTACHMENT (1 PAGE)

REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENT

SCHEDULE D-1
ELLIOTT'S WALK PROJECT BUDGET

Development Costs

Acquisition	\$2,065,325
Hard Costs	\$34,887,281
Contingency	\$1,515,196
Soft Costs	\$4,159,934
Developer Fee	\$3,971,778
Financing Costs	\$5,134,494
Operating Reserve	<u>\$2,217,120</u>
Total	\$53,951,128

SCHEDULE D-2
TAD PROJECT BUDGET

Development Costs – Sources/Uses

	<u>Amount</u>
Hard Construction Cost, including soft costs	\$3,733,368
Gap Financing for LIHTC	2,500,000
Construction Interest / Reserve	3,936,998
<hr/> Total	<hr/> \$10,170,366

The above total is the guaranteed maximum amount, and the Reimbursement Costs for each category may vary, subject to the above total.

SCHEDULE E
TAX ALLOCATION INCREMENT ELLIOTT'S WALK ESTIMATE

Dec 1 2023	\$49,505
Dec 1 2024	\$439,483
Dec 1 2025	\$582,949
Dec 1 2026	\$582,949
Dec 1 2027	\$582,949
Dec 1 2028	\$582,949
Dec 1 2029	\$582,949
Dec 1 2030	\$582,949
Dec 1 2031	\$582,949
Dec 1 2032	\$582,949
Dec 1 2033	\$582,949
Dec 1 2034	\$582,949
Dec 1 2035	\$582,949
Dec 1 2036	\$582,949
Dec 1 2037	\$582,949
Dec 1 2038	\$582,949
Dec 1 2039	\$582,949
Dec 1 2040	\$582,949
Dec 1 2041	\$354,194
Total	\$10,170,366

SCHEDULE F

Projected Schedule of Payments

Payment Date	Amount
December 15, 2023	\$39,505
December 15, 2024	\$434,483
December 15, 2025	\$577,949
December 15, 2026	\$577,949
December 15, 2027	\$577,949
December 15, 2028	\$577,949
December 15, 2029	\$577,949
December 15, 2030	\$577,949
December 15, 2031	\$577,949
December 15, 2032	\$577,949
December 15, 2033	\$577,949
December 15, 2034	\$577,949
December 15, 2035	\$577,949
December 15, 2036	\$577,949
December 15, 2037	\$577,949
December 15, 2038	\$577,949
December 15, 2039	\$577,949
December 15, 2040	\$577,949
December 15, 2041	<u>\$449,194</u>
Total	\$10,170,366