

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
WOODBINE COMMUNITY ORGANIZATION**

This Grant Contract issued and entered into pursuant to BL2016-232 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Woodbine Community Organization (WCO), Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

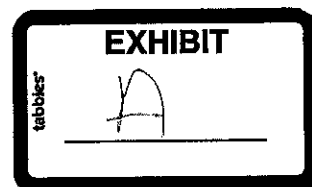
- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term. The affordability requirements will cap incomes for eligible households at a level no greater than 60% of the area median income at the time of initial occupancy and will be structured for consistency with federal Low Income Housing Tax Credit (LIHTC) and Project Based Voucher program requirements, state Community Investment Tax Credit program requirements, and/or local Payment In Lieu Of Taxes (PILOT) program requirements and such other federal, state, and local affordable housing programs as may provide funding for development of the Property.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment 1. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$3,500,000.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00). The Grant Budget, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.



Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January __, 2017

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. Grant Draws

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) Construction Grant Draw Schedule (% based on grant amount)

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) Construction Grant Draw Process

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Metropolitan Housing Trust Fund Commission
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January ____, 2017

Final invoices for the contract period should be received by Metro Payment Services by June 15, 2019 or 24 months from the execution of the grant agreement. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

Megan Barry, Mayor

Councilmember Steve Glover, 12th District

D. STANDARD TERMS AND CONDITIONS:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January ____, 2017

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed. Furthermore, Metro acknowledges that Recipient anticipates using LIHTCs and a PILOT arrangement, among other funding sources, in its development of the Property. Accordingly, Metro agrees as follows: (i) to facilitate the LIHTC transaction, (a) Recipient may form a wholly-owned subsidiary to own or serve as the General Partner of a newly formed limited partnership created to own, develop, construct, and operate the Property, and may admit a third party tax credit investor and one or more affiliates of such investor as the limited partner(s) of the partnership; and (b) Recipient may loan the Grant funds to the limited partnership for use in the partnership's development of the Property; and (ii) to facilitate the PILOT transaction, Recipient or the partnership may convey its fee interest in the Property to Metro, so that Metro may grant a leasehold estate in the Property to the partnership for a term at least as long as the term of the PILOT.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals,

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January __, 2017

correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission, by no later than February 15, 2018 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January ____, 2017

- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18. Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21. Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January __, 2017

D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Recipient:

Tony Woodham
Executive Director
Woodbine Community Organization
643 Spence Lane
Nashville, TN 37217

D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient

Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January ____, 2017

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D. 28 Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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Grant contract between the Metropolitan Government of Nashville and Davidson County and Woodbine Community Organization, Contract # _____ January __, 2017

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT:

By: [Signature]

Title: Executive Director

APPROVED AS TO PROGRAM SCOPE:

Sworn to and subscribed to before me a Notary Public, this 30 day of January, 2017

[Signature]
Chair, Metropolitan Housing Trust Fund Commission

APPROVED AS TO AVAILABILITY OF FUNDS:

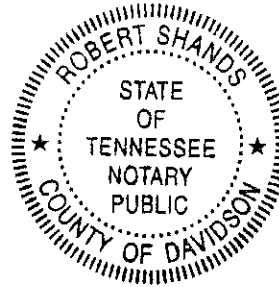
Notary Public

[Signature]
Director of Finance

[Signature]
My Commission expires 10/1/19

APPROVED AS TO FORM AND LEGALITY

[Signature]
Metropolitan Attorney



APPROVED AS TO RISK AND INSURANCE:

[Signature]
Director of Insurance

Metropolitan Clerk

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
DISMAS, INC.**

This Grant Contract issued and entered into pursuant to BL2016-232 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee, hereinafter referred to as "Metro", and Dismas, Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

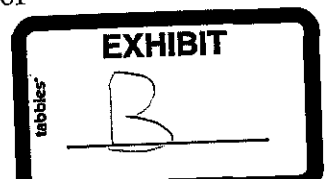
- A.1. Each Property to which these grant funds are provided for is subject to a Declaration of Restrictive Covenants ("Declaration"), a copy of which is attached to this Agreement as Exhibit A and incorporated by reference. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment 1. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$260,291.00.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Two Hundred Sixty Thousand Two Hundred Ninety One Dollars (\$260,291.00). The Grant Budget, attached and incorporated herein as part of



Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January __, 2017

Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. Grant Draws

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) Construction Grant Draw Schedule (% based on grant amount)

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) Construction Grant Draw Process

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Metropolitan Housing Trust Fund Commission
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by June 15, 2019 or 24 months from the execution of the grant agreement, whichever is (later). Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

Megan Barry, Mayor

Councilmember Ed Kindall, 21st District

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.
- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

Recipient shall maintain documentation for all funds provided under this grant contract. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be maintained for a period of three (3) full years from the date of the final payment. The books, records, and documents of Recipient, insofar as they relate to funds provided under this grant contract, shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission, by no later than February 15, 2018 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
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- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18 Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Recipient:

Gerald Brown
Executive Director
Dismas, Inc.
1513 16th Ave S
Nashville, TN 37212-2905

Grant contract between the Metropolitan Government of Nashville and Davidson County and Dismas, Inc., Contract # _____ January __, 2017

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT:

By: Quail A. Brown

Title: Executive Director

APPROVED AS TO PROGRAM SCOPE:

Sworn to and subscribed to before me a Notary Public, this 31 day of January, 2017

[Signature]

Chair, Metropolitan Housing Trust Fund Commission

APPROVED AS TO AVAILABILITY OF FUNDS:

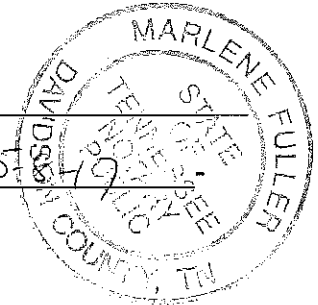
Notary Public

[Signature]

Director of Finance

[Signature]

My Commission expires 5/24/19



APPROVED AS TO FORM AND LEGALITY

[Signature]
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

[Signature]
Director of Insurance

Metropolitan Clerk

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
URBAN HOUSING SOLUTIONS, INC**

This Grant Contract issued and entered into pursuant to BL2016-232 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee, hereinafter referred to as "Metro", and Urban Housing Solutions, Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." The recipient's annual report and audit are incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

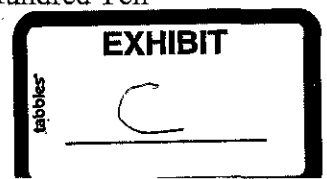
- A.1. Each Property to which these grant funds are provided for is subject to a Declaration of Restrictive Covenants ("Declaration"), a copy of which is attached to this Agreement as Exhibit A and incorporated by reference. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment 1. Although some variation in line item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$4,579,110.00.

B. GRANT CONTRACT TERM:

- B.1. Grant Contract Term. The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed Four Million Five Hundred Seventy Nine Thousand One Hundred Ten



Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

Dollars (\$4,579,110.00). The Grant Budget, attached and incorporated herein as part of Attachment 1, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.
- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. Grant Draws

Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

1) Construction Grant Draw Schedule (% based on grant amount)

- 12.5% - upon receipt of the Building Permit (check property address and contractors name) and Builder's Risk Insurance sufficient to cover cost of construction (make sure Metro is listed as lien holder)
- 25% - footing framing and foundation completed (25% complete)
- 25% - roofing completed and the plumbing, electric and mechanical are roughed in and approved by local Codes (50% complete)
- 25% - cabinets, counters, drywall, trim and doors are installed (75% complete)

Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete).

All draw requests except for the first 12.5% draw must be inspected before funding.

The above is the preferred draw method. We will occasionally fund based on a true percentage of completion as noted in a Construction Inspection report, understanding that the initial 12.5% draw may overfund the grant, requiring later draws to be reduced.

2) Construction Grant Draw Process

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- Draw request is received from the Recipient. It should be requested by the contractor and approved by the Recipient.
- Complete property inspection
- Metro or approved designee approves the request.
- Payments should be made to the Recipient.

All invoices shall be sent to:

Metropolitan Housing Trust Fund Commission
Office of the Mayor
Metropolitan Courthouse
Nashville, TN 37201
(615) 862-6000, (615) 862-6040 fax

Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by June 15, 2019 or 24 months from the execution of the grant agreement, whichever is (later). Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

- C. 10. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. Any signage, printed materials, or online publications erected at the Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

This project funded in part by the Barnes Affordable Housing Trust Fund of the
Metropolitan Government of Nashville & Davidson County.

Metropolitan Housing Trust Fund Commission

Megan Barry, Mayor

Councilmember Ed Kindall, 21st District

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

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- D.6. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
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Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

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Grant contract between the Metropolitan Government of Nashville and Davidson County and New Level Community Development Corporation, Contract # _____ January ____, 2017

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Metropolitan Housing Trust Fund Commission
Office of the Mayor
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Recipient:

Rusty Lawrence
Executive Director
Urban Housing Solutions, Inc.
822 Woodland St
Nashville, TN 37206-3720

Grant contract between the Metropolitan Government of Nashville and Davidson County and Urban Housing Solutions, Inc., Contract # _____ January __, 2017

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT:

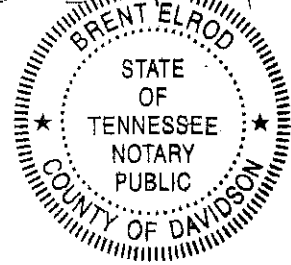
By: [Signature]

Title: Executive Director

APPROVED AS TO PROGRAM SCOPE:

Sworn to and subscribed to before me a Notary Public, this 31 day of JANUARY, 2017 [Signature]

[Signature]
Chair, Metropolitan Housing Trust Fund Commission



COMMISSION EXPIRES 11/6/17

APPROVED AS TO AVAILABILITY OF FUNDS:

Notary Public

[Signature]
Director of Finance [Signature]

My Commission expires _____ -

APPROVED AS TO FORM AND LEGALITY

[Signature]
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

[Signature]
Director of Insurance

Metropolitan Clerk

METRO BARNES FUND DEVELOPMENT AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY
AND
WOODBINE COMMUNITY ORGANIZATION

This AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") by and through its Housing Trust Fund Commission (the "Commission") and Woodbine Community Organization (WCO), Inc. (the "Developer").

WITNESSETH

WHEREAS, The Commission administers the Metropolitan Government's Barnes Fund with the goal of creating rental housing, housing for the disabled, and long-term affordable homeownership opportunities for citizens of Davidson County; and

WHEREAS, The Commission requested proposals from not-for-profit developers to construct affordable and workforce housing for the citizens of Davidson County; and

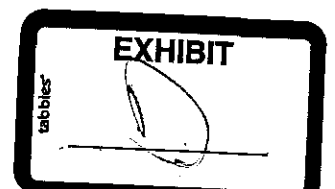
WHEREAS, Developer was selected as having a responsive and responsible proposal for the development of properties it is under contract to purchase, directly or indirectly through an affiliate, located within Davidson County (the "Property" or the "Properties"); and

WHEREAS, Developer proposes, directly or indirectly through an affiliate, to construct housing units on the Property to rent them subject to certain affordability requirements and transfer restrictions as more fully provided herein; and

WHEREAS, the rights granted herein to the Developer and the Commission serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate resources.

NOW, THEREFORE, as further consideration for the donation of the Property, the Developer hereby agrees that the Property shall be subject to the following rights, terms, conditions, restrictions, and mutual agreements.

1. Declaration of Restrictive Covenants. The Property shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 20-year term (the "Affordability Period"). The affordability requirements will cap incomes for eligible households at a level no greater than 60% of the area median income at the time of initial occupancy and will be structured for consistency with federal Low Income Housing Tax Credit (LIHTC) and Project Based Voucher program requirements, state Community Investment Tax Credit program requirements, and/or local Payment In Lieu Of Taxes (PILOT) program requirements and such other federal, state, and local affordable housing programs as may



provide funding for development of the Property. Households satisfying such applicable program requirements shall be referenced in this Agreement as "Qualified Households".

2. Incorporation of Grant Contract. The Property is also subject to a Grant Contract, a copy of which is attached to this Agreement as Exhibit A.
3. Scope of Work. The scope of work shall be as set forth in Developer's Proposal, attached as Exhibit B and incorporated by reference. Metro acknowledges that Developer anticipates using LIHTCs and a PILOT arrangement, among other funding sources, in its development of the Property. Accordingly, Metro agrees to cooperate with Developer in its pursuit of such funding sources.
4. Permitted Structures. Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon any of the Property.
5. Affordability Requirements. During the Affordability Period, no unit on the Property may be sold, leased or occupied by any person or entity other than a Qualified Household.
6. Prohibition on Transfer of Property. Developer shall permit no sale, transfer, lien, security interest, or conveyance, whether voluntary or involuntary, of the Property or any portion thereof after recordation of the Declaration without the prior written consent of Metro.
7. Enforcement. In addition to any other rights that it may have at law or in equity, the Commission shall have the right to seek injunctive and other appropriate relief requiring Developer's compliance with this agreement.
8. Notice. Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

The Commission: Mayor's Office of Economic Opportunity and Empowerment
1 Metropolitan Courthouse
Nashville, Tennessee 37201
Attn: Senior Advisor for Affordable Housing

Developer: Tony Woodham
Executive Director
Woodbine Community Organization
643 Spence Lane
Nashville, TN 37217

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

9. Prohibition on Discrimination. No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied

the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of any of the Property.

10. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
11. Entire Agreement and Modification. This instrument contains the entire agreement between the Commission and Developer. Any prior information, discussions or agreements are merged herein and barred hereby. This Agreement may not be amended or modified orally, by course of dealing, waiver or estoppel. This Agreement may not be modified or amended except in writing signed by all parties.
12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. Developer may not assign its interests or obligations under this Agreement without the express, prior written consent of the Commission.
13. Venue. No action arising from this agreement may be brought in any forum other than the Chancery or Circuit Courts of Davidson County, Tennessee.
14. Governing law. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Developer may provide.
15. Certification. The person executing this Agreement on behalf of Developer hereby personally certifies that such person is a duly appointed officer of Developer as indicated below, and that Developer shall be lawfully bound hereby.
16. Counterparts. This Agreement may be executed in counterparts.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

RECIPIENT:

By: [Signature]

Title: Executive Director

APPROVED AS TO PROGRAM
SCOPE:

Sworn to and subscribed to before me a Notary
Public, this 30 day
of January, 2017

[Signature]

Chair, Metropolitan Housing Trust
Fund Commission

APPROVED AS TO AVAILABILITY
OF FUNDS:

Notary Public

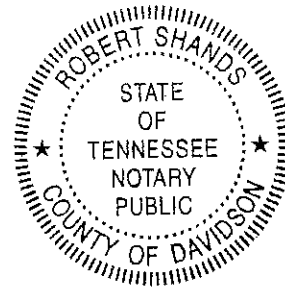
[Signature]
Director of Finance

[Signature]

My Commission expires 10/7/19

APPROVED AS TO FORM AND
LEGALITY

[Signature]
Metropolitan Attorney



Metropolitan Clerk

METRO BARNES FUND DEVELOPMENT AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY
AND
DISMAS, INC.

This AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") by and through its Housing Trust Fund Commission (the "Commission") and Dismas, Inc. (the "Developer").

WITNESSETH

WHEREAS, The Commission administers the Metropolitan Government's Barnes Fund with the goal of creating rental housing, housing for the disabled, and long-term affordable homeownership opportunities for citizens of Davidson County; and

WHEREAS, The Commission requested proposals from not-for-profit developers to construct affordable and workforce housing for the citizens of Davidson County; and

WHEREAS, Developer was selected as having a responsive and responsible proposal for the development of properties it owns located within Davidson County (the "Property" or the "Properties"); and

WHEREAS, Developer proposes to accept and construct housing units on the Property to rent them subject to certain transfer restrictions as more fully provided herein; and

WHEREAS, the rights granted herein to the Developer and the Commission serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate resources.

NOW, THEREFORE, as further consideration for the donation of the Property, the Developer hereby agrees that the Property shall be subject to the following rights, terms, conditions, restrictions, and mutual agreements.

1. Incorporation of Declaration of Restrictive Covenants. Each of the Property is subject to a Declaration of Restrictive Covenants ("Declaration"), a copy of which is attached to this Agreement as Exhibit A and incorporated by reference. Terms defined in the Declaration shall have the same meanings when used in this Agreement. The parties acknowledge that the Declaration permits the Commission to amend, modify or release the Declaration by recorded instrument.
2. Incorporation of Grant Contract. Each of the Property is also subject to a Grant Contract, a copy of which is attached to this Agreement as Exhibit B.
3. Scope of Work. The scope of work shall be as set forth in Developer's Proposal, attached



as Exhibit C and incorporated by reference. Developer agrees to accept the conveyance of the Property from the Metropolitan Government via quitclaim deed subject to all of the restrictions and covenants set forth in the Declaration and to all of the obligations in the Grant Agreement. Developer's obligations under this Agreement with respect to each Property shall be contingent on Developer's ability to obtain a 2006 ALTA policy of Owner's Title Insurance for such Property, with standard exceptions deleted and all other exceptions acceptable to Developer.

4. Permitted Structures. Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon any of the Property.
5. Affordability Requirements. During the Affordability Period, no Property may be sold, leased or occupied by any person or entity other than a Qualified Household.
6. Prohibition on Transfer of Property. Developer shall permit no sale, transfer, lien, security interest, or conveyance, whether voluntary or involuntary, of the Property or any portion thereof without the prior written consent of Metro.
7. Enforcement. In addition to any other rights that it may have at law or in equity, the Commission shall have the right to seek injunctive and other appropriate relief requiring Developer's compliance with this agreement.
8. Notice. Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

The Commission: Mayor's Office of Economic Opportunity and Empowerment
1 Metropolitan Courthouse
Nashville, Tennessee 37201
Attn: Senior Advisor for Affordable Housing

Developer: Gerald Brown
Executive Director
Dismas, Inc.
1513 16th Ave S
Nashville, TN 37212-2905

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

9. Prohibition on Discrimination. No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of any of the Property.

10. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
11. Entire Agreement and Modification. This instrument contains the entire agreement between the Commission and Developer. Any prior information, discussions or agreements are merged herein and barred hereby. This Agreement may not be amended or modified orally, by course of dealing, waiver or estoppel. This Agreement may not be modified or amended except in writing signed by all parties.
12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. Developer may not assign its interests or obligations under this Agreement without the express, prior written consent of the Commission.
13. Venue. No action arising from this agreement may be brought in any forum other than the Chancery or Circuit Courts of Davidson County, Tennessee.
14. Governing law. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Developer may provide.
15. Certification. The person executing this Agreement on behalf of Developer hereby personally certifies that such person is a duly appointed officer of Developer as indicated below, and that Developer shall be lawfully bound hereby.
16. Counterparts. This Agreement may be executed in counterparts.

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

RECIPIENT:

By: Harold A. Brown

Title: Executive Director

APPROVED AS TO PROGRAM
SCOPE:

Cliff
Chair, Metropolitan Housing Trust
Fund Commission

Sworn to and subscribed to before me a Notary
Public, this 3 day
of January, 2017

APPROVED AS TO AVAILABILITY
OF FUNDS:

Notary Public

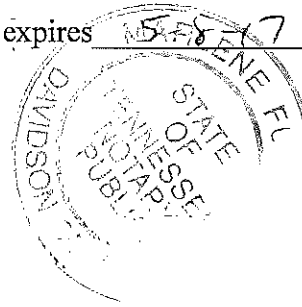
Talia Lopez O'Neal
Director of Finance

Marlene Fuller

My Commission expires 5-28-17

APPROVED AS TO FORM AND
LEGALITY

Mark M...
Metropolitan Attorney



Metropolitan Clerk

METRO BARNES FUND DEVELOPMENT AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY
AND
URBAN HOUSING SOLUTIONS, INC.

This AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") by and through its Housing Trust Fund Commission (the "Commission") and Urban Housing Solutions, Inc. (the "Developer").

WITNESSETH

WHEREAS, The Commission administers the Metropolitan Government's Barnes Fund with the goal of creating rental housing, housing for the disabled, and long-term affordable homeownership opportunities for citizens of Davidson County; and

WHEREAS, The Commission requested proposals from not-for-profit developers to construct affordable and workforce housing for the citizens of Davidson County; and

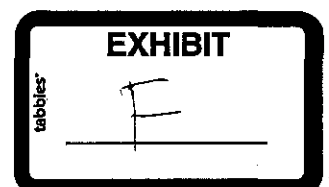
WHEREAS, Developer was selected as having a responsive and responsible proposal for the development of properties it owns located within Davidson County (the "Property" or the "Properties"); and

WHEREAS, Developer proposes to accept and construct housing units on the Property to rent them subject to certain transfer restrictions as more fully provided herein; and

WHEREAS, the rights granted herein to the Developer and the Commission serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate resources.

NOW, THEREFORE, as further consideration for the donation of the Property, the Developer hereby agrees that the Property shall be subject to the following rights, terms, conditions, restrictions, and mutual agreements.

1. Incorporation of Declaration of Restrictive Covenants. Each of the Property is subject to a Declaration of Restrictive Covenants ("Declaration"), a copy of which is attached to this Agreement as Exhibit A and incorporated by reference. Terms defined in the Declaration shall have the same meanings when used in this Agreement. The parties acknowledge that the Declaration permits the Commission to amend, modify or release the Declaration by recorded instrument.
2. Incorporation of Grant Contract. Each of the Property is also subject to a Grant Contract, a copy of which is attached to this Agreement as Exhibit B.
3. Scope of Work. The scope of work shall be as set forth in Developer's Proposal, attached



as Exhibit C and incorporated by reference. Developer agrees to accept the conveyance of the Property from the Metropolitan Government via quitclaim deed subject to all of the restrictions and covenants set forth in the Declaration and to all of the obligations in the Grant Agreement. Developer's obligations under this Agreement with respect to each Property shall be contingent on Developer's ability to obtain a 2006 ALTA policy of Owner's Title Insurance for such Property, with standard exceptions deleted and all other exceptions acceptable to Developer.

4. Permitted Structures. Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon any of the Property.
5. Affordability Requirements. During the Affordability Period, no Property may be sold, leased or occupied by any person or entity other than a Qualified Household.
6. Prohibition on Transfer of Property. Developer shall permit no sale, transfer, lien, security interest, or conveyance, whether voluntary or involuntary, of the Property or any portion thereof without the prior written consent of Metro.
7. Enforcement. In addition to any other rights that it may have at law or in equity, the Commission shall have the right to seek injunctive and other appropriate relief requiring Developer's compliance with this agreement.
8. Notice. Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

The Commission: Mayor's Office of Economic Opportunity and Empowerment
1 Metropolitan Courthouse
Nashville, Tennessee 37201
Attn: Senior Advisor for Affordable Housing

Developer: Rusty Lawrence
Executive Director
Urban Housing Solutions, Inc.
822 Woodland St
Nashville, TN 37206-3720

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

9. Prohibition on Discrimination. No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of any of the Property.

10. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
11. Entire Agreement and Modification. This instrument contains the entire agreement between the Commission and Developer. Any prior information, discussions or agreements are merged herein and barred hereby. This Agreement may not be amended or modified orally, by course of dealing, waiver or estoppel. This Agreement may not be modified or amended except in writing signed by all parties.
12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. Developer may not assign its interests or obligations under this Agreement without the express, prior written consent of the Commission.
13. Venue. No action arising from this agreement may be brought in any forum other than the Chancery or Circuit Courts of Davidson County, Tennessee.
14. Governing law. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Developer may provide.
15. Certification. The person executing this Agreement on behalf of Developer hereby personally certifies that such person is a duly appointed officer of Developer as indicated below, and that Developer shall be lawfully bound hereby.
16. Counterparts. This Agreement may be executed in counterparts.

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THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

RECIPIENT:

By: [Signature]

Title: Executive Director

APPROVED AS TO PROGRAM
SCOPE:

[Signature]
Chair, Metropolitan Housing Trust
Fund Commission

Sworn to and subscribed to before me a Notary
Public, this 31 day
of JANUARY, 2017

[Signature]
BRENT ELROD
STATE
OF
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON
COMMISSION
EXPIRES
1/6/17

APPROVED AS TO AVAILABILITY
OF FUNDS:

Notary Public

[Signature]
Director of Finance

My Commission expires _____

APPROVED AS TO FORM AND
LEGALITY

[Signature]
Metropolitan Attorney

Metropolitan Clerk