

**AGREEMENT FOR PAYMENTS IN LIEU
OF AD VALOREM TAXES**

THIS AGREEMENT is made and entered into as of the 1st day of June, 2019, by and among THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE (the “Board”); RIDGEWAY HOUSING PARTNERS, LP, a Tennessee limited partnership (the “Company”); the CITY OF CHATTANOOGA, TENNESSEE (the “City”); and HAMILTON COUNTY, TENNESSEE (the “County”) and is joined in, for purposes of evidencing their acceptance of the agency relationship established herein, by WILLIAM F. HULLANDER and his successors, acting in the capacity of HAMILTON COUNTY TRUSTEE (“Trustee”), and by MARTY HAYNES and his successors, acting in the capacity of HAMILTON COUNTY ASSESSOR OF PROPERTY (“Assessor”).

W I T N E S S E T H:

WHEREAS, the Company is contemplating the improvement of the properties located at 1230 Poplar Street in Chattanooga, Hamilton County, Tennessee, including the renovation, equipping and furnishing of a multifamily, low income housing tax credit apartment project with approximately 120 one, two and three bedroom units (collectively, the “Project”), and has requested the Board’s assistance in the financing of the Project; and

WHEREAS, substantial public welfare benefits to the City and County will be derived from the Project; and

WHEREAS, the Board has agreed to take title to certain real and personal property that constitutes the Project, as described in Exhibit “A” attached hereto (the “Property”), which Property is to be owned by the Board and leased to the Company; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §48-101-301, et seq., all such property

will be exempt from ad valorem property taxes (“property taxes”) normally paid to the City and to the County, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §48-101-312; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that the Company make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

WHEREAS, the Company has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the “In Lieu Payments”), as more particularly set forth hereinafter; and

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected governing bodies, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions; and

WHEREAS, the Board wishes to designate the County Assessor as its agent to appraise the Property and assess a percentage of its value in the manner specified herein; and

WHEREAS, the Board wishes to designate the Trustee and the City Treasurer, as applicable, as its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes. According to Chapter 0600-10 of the Rules of the Tennessee State Board of Equalization, following renovation of the Property, such appraisal shall

consist of two components: (i) the restricted use component (the “Restricted Income Value”) which will be based on the Assessor’s valuation of the Project’s operating income, and (ii) the LIHTC subsidy component (the “LIHTC Subsidy Value”) which will be based on the Assessor’s valuation of the LIHTC subsidy provided to the Project by the Tennessee Housing Development Agency (collectively the Restricted Income Value and the LIHTC Subsidy Value are hereinafter referred to as the “Renovated Project Value”). The Assessor shall give the Trustee, the City Treasurer, the Board, and the Company written notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and the Company all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Treasurer and the Trustee as its agents to compute the amounts of the In Lieu Payments, to receive such payments from the Company and to disburse such payments to the City and the County. On or about October 1 of each year during the term of this Agreement, the Treasurer and the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and assessment of the Assessor. Each year hereunder, the Treasurer and the Trustee shall send the Board and the Company bills for appropriate amounts of In Lieu Payments (the “Tax Bill”).

3. Payments in Lieu of Taxes. After receipt of the Tax Bill, the Company shall pay to the Trustee the amounts indicated on the Tax Bill to be paid to the County and the Company shall pay to the City Treasurer the amounts on the Tax Bill to be paid to the City in accordance with the amount set forth below in Section 4. The In Lieu Payments shall be made by the Company in lieu of the property taxes which would otherwise be payable on the Property if it were subject to property taxes.

4. Amount of Payments by the Company.

(a) Payments for Unrenovated Project. For each of the years 2019 through 2034 (the "Real Property Tax Abatement Period"), the Company shall make In Lieu Payments with respect to the Property in an amount equal to one hundred percent (100%) of all City and County annual ad valorem property taxes levied in the base year of 2018 (the "Base Year") on the value of the Project, which value is \$2,273,200 (the "Unrenovated Project Value"). The intent is for the City and County to continue receiving throughout the term of this Agreement all taxes assessed as to the Unrenovated Project Value exclusive of the improvements made in connection with the renovation of the Project, which improvements are subject to the payment in lieu of tax obligations set forth in subsection (b), immediately below.

(b) Payments for Renovated Project.

(i) School Tax on Renovations. After the renovation of the Project is completed and the Assessor of Property has determined the Renovated Project Value and reassessed the then renovated Property, the Company shall make In Lieu Payments in the amount required to satisfy the Hamilton County Schools portion of the property taxes that would be due on the improvements to the Property if it were subject to taxation (the "School Portion") based upon the increase in the Renovated Project Value over the Unrenovated Project Value (the "Renovation Value"). The parties acknowledge and agree that the School Portion currently equates to 24.80% of the amount of the total City and County taxes that would have been payable on the improvements to the Property if it were subject to property taxes. The parties further acknowledge that the percentage of the School's Portion will vary as City and County tax rates change.

(ii) General Fund Tax on Renovations. After the renovation of the Project is completed and the Assessor of Property has determined the Renovated Project Value and reassessed the then renovated Property, the Company shall also make In Lieu Payments in the amounts set forth

below under paragraph (iv) based upon the City and County general fund property taxes that would be due on the Renovation Value (defined above) of the Property if it were subject to taxation.

(iii) In Lieu Payments and Phase In Period. After the renovation of the Project is completed and the Assessor of Property has determined the Renovated Project Value and reassessed the then renovated Property, additional In Lieu Payments on the Renovation Value will be as follows:

Year	City General Fund Portion ⁽¹⁾	County General Fund Portion ⁽¹⁾⁽²⁾	County School Fund Portion ⁽¹⁾
	Renovation Value	Renovation Value	Renovation Value
2019 – 2028	0%	0%	100%
2029	20%	20%	100%
2030	40%	40%	100%
2031	60%	60%	100%
2032	80%	80%	100%
2033	100%	100%	100%

⁽¹⁾ – The above percentages refer to the percent of the amount of taxes that would have been payable on the value if it were subject to property taxes.

⁽²⁾ – These percentages will only apply if and to the extent approved by the County Commission of Hamilton County, Tennessee. In the event that no such resolution is adopted, the applicable percentage shall be 100%.

As noted above, during such years 2019 to 2033 (the "Improvements Tax Abatement Period"; the Improvements Tax Abatement and the Real Property Tax Abatement Period collectively called the "Tax Abatement Period"), the Company shall continue to pay an In Lieu Payment based upon the Base Value, shall continue to pay the School Portion attributable to the Hamilton County Schools, and shall pay a phased in additional payment based upon the general fund portion attributable to the Renovation Value between 2029 and 2033. For any periods before or after the Tax Abatement Period that the Property is owned by the Board, the Company shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to one hundred percent (100%) of the amount of taxes that would have been payable on the Property if it were subject to property taxes.

5. Penalties and Late Charges; Affordability Requirement. The Company shall make the In Lieu Payments for each year before March 1 of the following year. All In Lieu Payments to the City and County shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company fails to make any In Lieu Payment when due, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County may bring suit in the Chancery Court of Hamilton County to seek to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees, and if the Company should fail to pay all amounts and late charges due as provided hereinabove for more than two (2) years, the City or the County may, as to their respective In Lieu Payments, terminate the benefits of this Agreement and thereafter require the Company to pay one hundred percent (100%) of the amount of taxes that would have been payable on the Property for so long as such payment default continues as determined by the Mayor of the City and the Mayor of the County. In the event of a disagreement between the parties concerning whether or not the Company has cured a default, a representative of the Company may request that the City and County, as applicable, each meet to determine whether such default has been cured, and the Company and the City or the County, as the case may be, shall meet promptly thereafter and attempt in good faith to resolve such dispute. The Company may, in addition, file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

(c) The Company covenants as follows:

(i) The Project will be completed within twenty-four (24) months following the date of this Agreement, and the Project will be constructed in substantial compliance with the project description set forth in the PILOT Application that the Company submitted to the City as determined by the Land Development Office of the City and in consultation with the County. The Project will include a community center as described in the Community Benefit Plan set forth in Exhibit "B" (the "Community Benefit Plan").

(ii) After completion of the Project and during the Tax Abatement Period, 100% of the dwelling units in the Project will be set aside for occupancy by households whose income is not greater than 60% of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development (the "Affordability Requirement").

(iii) After completion of the Project and during the Tax Abatement Period, the Project shall be maintained in habitable condition and in compliance with all applicable City and County ordinances and codes.

(iv) Beginning January 1, 2020, the Company shall provide services to tenants residing on the Property in accordance with the Community Benefit Plan.

(d)

(i) If the Company should fail to meet the Affordability Requirement under Section 5(c)(ii) above with respect to the Project and such failure continues for a period of more than one hundred eighty (180) days following receipt by the Company of written notice from the City or the County specifying such failure in reasonable detail (an "Affordability Event of Default"), the City and the County may then require the Company to pay an additional In Lieu Payment based upon the difference between (i) the In Lieu Payments on the Property owed pursuant to Section 4 during the period of the continuance of such Affordability Event of Default and (ii) the full taxes that would have

been payable on the Property if it were subject to property taxes multiplied by a fraction (expressed as a percentage), the denominator of which is the number of dwelling units at the Project subject to the Affordability Requirement and the numerator of which is the number of dwelling units that are not occupied by or available for occupancy by households whose income is not greater than 60% of the area median income as annually defined in the most recent guidelines published by the Department of Housing and Urban Development. The County and the City shall look solely to the Company for any repayment obligations.

(ii) If the Company should fail to spend the minimum annual budget for services under Section A of the Community Benefit Plan, the City and the County may then require the Company to pay an additional In Lieu Payment equal to the difference between (i) the Company's actual expenditures on services set forth in the Community Benefit Plan; and (ii) the applicable annual budget for the Company's expenditures set forth in the Community Benefit Plan. The parties acknowledge that the minimum annual budget for such services is \$45,000, and any additional In Lieu Payment will be allocated to the City and County based upon the general fund portions of their respective tax rates.

(iii) In no event shall the Company be required to pay more in In Lieu Payments than the Company would have paid in property taxes, if the Property were subject to property taxes.

6. Disbursements by the Treasurer and Trustee. All sums received by the Treasurer pursuant to Section 4 for the benefit of the City general fund shall be disbursed to the general funds of the City in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received by the Trustee pursuant to Section 4 for the benefit of the County general fund shall be disbursed to the general fund of the County in accordance with this paragraph and in accordance with the normal

requirements of law governing the settlement and paying over of taxes to counties and municipalities. All such sums received by the Treasurer shall be placed into an account for the use and benefit of the City. All such sums received by the Trustee shall be divided into an account for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All sums received by the Trustee pursuant to Section 4 for the benefit of the County school system shall be disbursed to the County and thereafter deposited into an account for the educational use and benefit of the County schools. The parties acknowledge and agree that all disbursements to the City and County pursuant to this Agreement are in furtherance of the Board's purposes as set forth in Tennessee Code Annotated §48-101-302.

7. Contest by the Company. The Company shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If the Company contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if the Company contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, the Company shall make such payments under protest. The Company and the Assessor or the Trustee, as the case may be, shall negotiate in good faith to resolve any disputes as to appraisal, assessment or computation. If the Company and the Assessor or the Trustee are unable to resolve a dispute, then the Company may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute.

8. Annual Report. The Company will provide the City, the County and the Board, on or before February 15 of each calendar year during this Agreement following the date the Project is placed in service, (i) a copy of the Owner's Annual Certification of Compliance that the Company has provided to the Tennessee Housing Development Agency for the prior calendar year, and (ii) a certification of the Company as to the Company's compliance with the covenants set forth in Section 5(c). Beginning on February 15, 2020 and on or before February 15 of each calendar year thereafter during this Agreement, the Company will also provide the City, the County and the Board with evidence of the Company's expenditures under the Community Benefit Plan. An independent audit of these certifications may occur if requested by the City or County during any calendar year of this Agreement.

9. Lien on Property. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

10. Term. This Agreement shall become effective on the date that the Board attains title to the Property and shall continue for so long as the Board holds title to any of the Property or the Company has made all payments required hereunder, whichever shall later occur.

11. Leasehold Taxation. If the leasehold interest of the Company should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder. The Company agrees to cooperate fully with the Assessor in supplying information for completion of leasehold taxation questionnaires with respect to the Property.

12. Stormwater Fees. In addition to other requirements under this Agreement, the Company shall be responsible for all stormwater fees assessed by the City of Chattanooga against the Real Property.

13. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City or the Board, c/o Mr. Phillip A. Noblett, Suite 200, 100 E. 11th Street, Chattanooga, Tennessee 37402; if to the County, c/o Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402-1956; if to the Company, c/o Ms. Brooke Shorett, Ridgeway Housing Partners, LP, 1700 Seventh Avenue, Suite 2000, Seattle, WA 98101; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications, when sent by U.S. certified mail, return receipt requested, shall be effective three days after sending, or when sent by overnight courier or personal delivery, shall be effective upon delivery, or when sent by facsimile transmission, confirmed electronically, shall be effective when sent, in each case addressed as aforesaid.

14. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

15. Assignment.

(a) Except in the event of the conveyance of the Property as a result of a foreclosure or deed in lieu of foreclosure or except as otherwise provided in this Section, the Company may only assign this Agreement, or any part hereof, with the prior consent of the Mayor of the City, the Mayor of the County, and the Board. The Mayor of the City, the Mayor of the County and/or the

Board shall not withhold such consent upon the occurrence of all of the following conditions: (i) there is no default under this Agreement at the time of the assignment, (ii) all requirements of the Company under this Agreement have been satisfied as of the date of the assignment, and (iii) any assignee agrees to provide proof of sufficient assets to fund the business plan for the Project and agrees to be bound by the terms of this Agreement from and after the date of assignment (the “Consent Requirements”). If the Company provides the Mayor of the City, the Mayor of the County and the Board (x) a certificate of an officer of the Company certifying that the requirements of (i) and (ii) have been satisfied and (y) proof of sufficient assets to fund the business plan for the Project and a copy of an assignment and assumption agreement pursuant to which the assignee agrees to be bound by the terms of this Agreement, the Mayor of the City, the Mayor of the County and the Board shall each have the option, upon at least seven (7) days’ prior notice to the Company, to meet with a representative of the Company within forty-five (45) days of receipt of the Company’s certificate for purposes of determining whether the Company has satisfied the Consent Requirements. Unless the Mayor of the City, the Mayor of the County and the Board meet with the Company and all state in writing within such forty-five (45) day period that the Company has not satisfied the Consent Requirements, the Company may assign this Agreement in accordance with the terms and conditions described in the Company’s certificate without any further action of the Mayor of the City, the Mayor of the County and/or the Board. In the event that the Mayor of the City, the Mayor of the County and the Board timely state in writing that the Company has not satisfied the Consent Requirements, the Company and the assignee may, upon the Company’s request, appear before the City Council of the City, the Board of Commissioners of the County and the Board to request approval of such assignment pursuant to the terms of this Section, which consents shall not be unreasonably withheld. Upon satisfaction of the requirements of this Section, the assignment shall relieve the Company from liability for any of its obligations hereunder as of the effective date of the assignment.

(b) Notwithstanding the provisions of subsection (a), above, and notwithstanding any other provision in this Agreement or the Lease to the contrary, the Company may make a collateral assignment of all or any portion of its interests in this Agreement, the Lease and the Project for the benefit of one or more banks or other lenders that, from time to time, provide financing to the Company. Nothing in this Agreement or the Lease shall in any way restrict any sale or transfer of the leasehold interest and other interests of the Company in the Project pursuant to a judicial or non-judicial foreclosure sale as a result of the exercise of any one or more lender's rights under the applicable loan documents. The City, the County and the Board shall cooperate with the Company, to the extent reasonable and at no additional cost to the City, County or Board, in consummating any financing for the Company that involves a pledge or assignment of the Company's interests in this Agreement, the Lease or the Project. Without limitation of the foregoing, the Mayor of the City, the Mayor of the County, and the Chairman of the Board, or any of their respective designees, are authorized, upon the Company's request, enter into or consent to such documents as are necessary to consummate such financing including, without limitation, consents to assignment, deeds of trust, estoppel certificates, subordination and non-disturbance agreements, affidavits and certificates, provided that any such documents are expressly non-recourse to the City, County and Board beyond the Board's interest in the Project.

16. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

17. No Liability of Board, City and County Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, official, director or officer, as such, of the Board, the City, or the County whether past, present or future, either directly or through the Board, City or County. Any and all personal liability

of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

19. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

20. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

ATTEST:

By: 
Secretary

By: 
Chairman

RIDGEWAY HOUSING PARTNERS, LP

By: Ridgeway Housing Management, LLC, its sole
general partner

By: Vitus Development IV, LLC
Its: Manager

By: _____
Title: Stephen R. Whyte, its President

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

MARTY HAYNES

By: _____
Hamilton County Assessor of
Property

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

ATTEST:

By: _____
Secretary

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

By: _____
Chairman

RIDGEWAY HOUSING PARTNERS, LP

By: Ridgeway Housing Management, LLC, its sole
general partner

By: _____
Title: Stephen R. Whyte, Manager

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

MARTY HAYNES

By: _____
Hamilton County Assessor of
Property

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

ATTEST:

By: 
Secretary

By: 
Chairman

RIDGEWAY HOUSING PARTNERS, LP

By: Ridgeway Housing Management, LLC, its sole
general partner

By: Vitus Development IV, LLC
Its: Manager

By: _____
Title: Stephen R. Whyte, its President

CITY OF CHATTANOOGA, TENNESSEE
By: 
Council Chairman Erskine Oglesby, Jr.

HAMILTON COUNTY, TENNESSEE

By: _____
County Mayor

WILLIAM F. HULLANDER

By: _____
Hamilton County Trustee

MARTY HAYNES

By: _____
Hamilton County Assessor of
Property

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

THE HEALTH, EDUCATIONAL AND HOUSING
FACILITY BOARD OF THE CITY OF
CHATTANOOGA, TENNESSEE

ATTEST:

By: _____ By: _____
Secretary Chairman

RIDGEWAY HOUSING PARTNERS, LP

By: Ridgeway Housing Management, LLC, its sole
general partner

By: Vitus Development IV, LLC
Its: Manager

By: _____
Title: Stephen R. Whyte, its President

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

HAMILTON COUNTY, TENNESSEE

By: Jim M. Copping
County Mayor

WILLIAM F. HULLANDER

By: William F. Hullander
Hamilton County Trustee

MARTY HAYNES

By: Marty Haynes
Hamilton County Assessor of
Property

EXHIBIT "A"
TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

REAL PROPERTY

Golden Gateway Urban Renewal Project Tenn, R-10, Parcel F-8 and more particularly described as follows: Beginning at a point, said point being a point of intersection of the south line of West Twelfth Street and the west line of the Interstate Highway right of way, said point of beginning being N237,623.08, E2,204,138.55; thence south 16° 51' west along the west line of said Interstate Highway right of way a distance of forty-eight and 72/100 (48.72) feet to a point, said point being N237,576.45, E2,205,124.43; thence southwardly along a one thousand nine hundred nine and 86/100 (1,909.86) foot radius curve to the right of said west line of Interstate Highway a distance of three hundred fifty-five and 26/100 (355.26) feet to a point, said point being N237,247.51, E2,204,991.51; thence south 30° 09' west along the west line of said Interstate Highway right of way a distance of fifty-six and 23/100 (56.23) feet to a point, said point being N237,198.90, E2,204,963.19; thence southwestwardly along a one thousand four hundred fifty-four and 98/100 (1,454.98) foot radius curve to the right of the west line of said Interstate Highway right of way a distance of four hundred and sixteen and 61/100 (416.61) feet to a point, said point being N236,877.88, E2,204,699.19; thence southwestwardly along a two thousand four hundred thirty-one and 45/100 (2,431.45) foot radius curve to the right of said Interstate Highway right of way a distance of three hundred nine and 00/100 (309.00) feet to a point, said point being N236,703.81, E2,204,443.95; thence south 66° 20' west along the west line of said Interstate Highway right of way a distance of seventy-two and 38/100 (72.38) feet to a point in the east line of a public right of way, said point being N236,674.77, E2,204,377.58; thence north 24° 11' east along the east line of said public right of way a distance of ninety-nine and 70/100 (99.70) feet to a point in the right of way of a fifty (50) foot radius cul-de-sac, said point being N236,765.73, E2,204,418.41; thence eastwardly and northwardly along said fifty (50) foot radius cul-de-sac a distance of one hundred eighty-nine and 27/100 (189.27) feet to a point in the east line of Poplar Street, said point being N236,835.54, E2,204,482.64; thence north 24° 11' east along the east right of way line of said Poplar Street a distance of eight hundred eighty-eight and 79/100 (888.79) feet to a point, said point being N237,646.68, E2,204,846.64; thence northeastwardly along a three hundred eighty-four and 26/100 (384.26) foot radius curve to the right of the east line of said Poplar Street a distance of ninety-eight and 59/100 (98.59) feet to a point; said point being N237,730.49, E2,204,898.06; thence north 38° 53' east along the east line of said Poplar Street a distance of six and 80/100 (6.80) feet to a point, said point being the point of intersection of the east line of said Poplar Street and the south line of West Twelfth Street, said point of intersection being N237,735.62, E2,204,902.62; thence southeastwardly along a three hundred eighty-eight and 10/100 (388.10) foot radius curve to the left of the south line of said West Twelfth Street a distance of seventy-six and 76/100 (76.76) feet to a point, said point being N237,697.86, E2,204,969.34; thence south 66° 09' 27" east along the south line of said West Twelfth Street a distance of one hundred eighty-five and 00/100 (185.00) feet to the point of beginning and containing 262,129 sq. ft.

Being the same property conveyed to The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee, by Quitclaim Deed from Ridgeway Housing Partners, LP, a Tennessee limited partnership, filed for record in Book , Page , in the Register's Office for Hamilton County, Tennessee.

Being the same property leased to Ridgeway Housing Partners, LP, a Tennessee limited partnership,

pursuant to that certain PILOT Lease Agreement by and between The Health, Educational and Housing Facility Board of the City of Chattanooga, Tennessee, and Ridgeway Housing Partners, LP, a Tennessee limited partnership, as evidenced by the certain Memorandum of PILOT Lease Agreement recorded _____, 2019, and filed for record in Book , Page , in the Register's Office for Hamilton County, Tennessee

PERSONAL PROPERTY

All personal property used by the Company in connection with its housing facility located on the real property described above.

EXHIBIT “B”

COMMUNITY BENEFIT PROGRAM – RIDGEWAY APARTMENTS

A. Community Benefit Program

During the term of the Agreement, the Company will construct a new community room at Ridgeway Apartments, and provide continued access to this community space and tenant services to residents of Ridgeway Apartments, selected from the categories identified below. Each year, the Company will establish an annual budget of at least \$45,000 to provide resident services for the benefit of residents of Ridgeway. An initial budget for the first year of the program’s operation is provided in Section B, below.

An up-front contribution estimated at \$263,500, will be incorporated into the budget to fund the expansion of the existing office building in order to add a community room and office for the tenant service provider. The community room will have space for a computer lab, library, and classroom-style seating to be used in conjunction with the tenant service program, and will be constructed within the first year of the Company’s ownership of the property.

Community Center Construction Estimate	
Architectural Design	\$ 10,000
Earthwork and Utilities	\$ 25,000
Foundation and concrete Re-Work	\$ 30,000
Framing and Exterior Finishes	\$ 50,000
Mechanical	\$ 20,000
Electrical	\$ 22,000
Plumbing	\$ 18,000
Finishes	\$ 35,000
ADA Upgrade	\$ 13,500
Labor Costs	\$ 30,000
Furnishings and Equipment	\$ 10,000
Total	\$ 263,500

B. Resident Services

The community benefit program will include certain resident services, developed in coordination with residents of Ridgeway Apartments.

Service Coordination. A wide variety of programs and services will be provided for all residents of the community. Ridgeway Apartments will be partnering with a third-party non-profit to provide comprehensive and professional resident services onsite. Regular outreach to residents will be conducted inviting their participation to identify the individual and family needs of the residents in the Ridgeway community. The company will provide advance notice of the meetings to the City Council member and County Commission member in whose legislative district Ridgeway Apartments is located.

The Housing Assistance Corporation will provide an onsite Resident Services Coordinator that will work 20 hours per week year-round. The Company also anticipates contracting other local community support organizations to assist in programs benefiting the community and creating a positive impact for the residents.

Potential Services – Adult Tenants. The programs considered for adult tenants of Ridgeway will include:

1. Family Support
2. Life Skills
3. Targeted Coaching

Family Support will encompass emergency rent assistance, utility assistance, food and clothing assistance, GED and ESL assistance, and crisis intervention. Web-based programs on financial literacy, health and nutrition, computer programs and continuing education will be offered as well. Resource boards and individualized consultations will be available.

Potential Services – Children of Tenants and Tenants with Children. The programs considered for tenants of Ridgeway with children and for the children of tenants will include:

1. Family Support
2. Life Skills
3. Youth Enrichment Programs
4. After School Programs
5. Summer Programs
6. Targeted Coaching

The Youth Enrichment Programs will offer homework assistance, education activities, leadership workshops and art programs to benefit the youth and community members of Ridgeway.

Proposed Annual Budget – Ridgeway’s initial budget for its contracted Fee-For-Service arrangement with the third-party non-profit for the first year of the Agreement follows.

Resident Services Annual Budget	Description	Cost
Initial Start Up Supply Costs	Costs include office supplies, resource center furnishings, computers, tv, resource board and classroom décor.	\$2,500
Technology Maintenance	Costs include web-based applications, computer maintenance, and internet services.	\$500
Marketing	Costs include flyers, printing, and presentations at tenant meetings.	\$500
Programming/Activities	Costs include all planned tenant programming supplies and equipment	\$2,500
Annual Service Fee for Housing Assistance Corporation	Fee includes a base service fee and staffing cost for Part Time Service Coordinator	\$44,000
Total Fees to Third-party Non-profit for First Year		\$50,000