

**BOARD OF COMMISSIONERS
OF THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**

MARCH 10, 2020

1. Call to order.
2. Approval of Minutes of the Meeting of February 11, 2020.
3. Introductions.
4. Public comments.
5. Executive Director's Report.
6. Tax Increment Financing Presentation – Alan Richman, Chief Executive Officer - Innovative Capitol.

COMMITTEE REPORT

7. Report from the Joint Development & Finance Committees.
8. Report from the Housing Committee

EXECUTIVE (HARBISON & THILTGEN)

9. Refinancing of Ten Tax Increment Loans.
10. Acquisition of 600 Shelby (former Family Dollar Store).

RENTAL ASSISTANCE (HARBISON & DEEP)

11. Amendment to Robinson Flats Project-Based Voucher (PBV) Housing Assistance Payments (HAP) Contract.
12. Additional Business.
13. Report from Resident Representative.
14. Adjourn.

**SUMMARY REVIEW OF AGENDA ITEMS FOR
THE MDHA BOARD OF COMMISSIONERS**

MARCH 10, 2020

EXECUTIVE (HARBISON & THILTGEN)

9. Refinancing of Ten Tax Increment Loans.

At its meeting in February, the Board approved a proposal from Regions Bank to refinance ten tax increment loans so as to reduce the impact of these loans on the Metro operating budget for the current year, take advantage of lower interest rates, and stabilize future tax-increment requirements from the Metro budget. Two required third-party consents (Comptroller of the Treasury and Commissioner of Economic and Community Development) have been secured and the Metro Council is scheduled to act on the refinance at its March 17 meeting. There will be four refinancing loans, one in each of four redevelopment districts. The loan documents have been negotiated with the Regions Bank. It is requested that the Board adopt four resolutions, one for each of the four separate loans, approving the loans and the loan documents and authorizing individuals to execute the loan documents on behalf of the Agency.

10. Acquisition of 600 Shelby Avenue (former Family Dollar Store).

As approved by the Board during the February meeting, MDHA staff began negotiations to acquire property located at 600 Shelby Avenue, on the southeast corner of Sixth Street adjacent to Cayce Place. The acquisition of the parcel would help advance the objectives of the Envision Cayce Master Plan. The property (Parcel ID: 09304005100) is approximately 0.7 acres and is zoned for commercial use. The property formerly housed a Family Dollar store, but has been vacant for over a year. The property, owned by H.G. Hill Realty Company has been inspected by MDHA and its Construction Department for suitability with our Envision process. The agreed upon purchase price for the 10,680 SF building and land is \$1,625,000; \$100,000 below appraised value. It is requested the Board authorize the acquisition of this property and authorize the Executive Director to execute all necessary documents to consummate the transaction.

RENTAL ASSISTANCE (HARBISON & DEEP)

11. Amendment to Robinson Flats PBV HAP Contract.

Elimington Capital has requested to amend the Robinson Flats project-based voucher Housing Assistance Payments Contract to remove up to 12 two-bedroom units included under the initial under the contract. MDHA began selecting from the Robinson Flats two-bedroom waiting list in the summer of 2019. Since then, over 350 applications have been processed. Because majority of applicants have failed to meet the eligibility requirements for a two bedroom unit and/or failed to meet the owner's tenant selection requirements, only 16 families have been approved to move in to-date. Due to time constraints for Elmington Capital to lease the units, it is recommended to amend the PBV HAP Contract as proposed. The units removed will remain affordable and could still be rented to an eligible elderly tenant-based voucher family.

MINUTES OF MEETING
OF
THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

The regular meeting of the Board of Commissioners of the Metropolitan Development and Housing Agency was held on Tuesday, February 11, 2020, at 11:30 a.m. in the Collaboration Room of the Gerald F. Nicely Building, 701 South Sixth Street, Nashville, Tennessee.

PRESENT: Bill Purcell, Chair
Aole Ansari
Kay Bowers
Marcus Campbell
Paulette Coleman

ABSENT: Emily Thaden, Vice Chair
Antoinette Batts

ALSO PRESENT: James Harbison, Executive Director
James Thiltgen, Deputy Executive Director
Saul Solomon, Legal Counsel
David Dellinger, Chief Operating Officer
Will Choppin, General Counsel
Melinda Hatfield, Director of Finance
Joe Cain, Director of Urban Development
Emel Alexander, Director of Community Development
Norman Deep, Director for Rental Assistance
Michael Wegerson, Director of Recapitalization
Jamie Berry, Director of Communications
Brent Grubb, Acting Director of Construction
Pat Thicklin, Assistant Director of Human Resources
Matt Wiltshire, Chief Strategy and Intergovernmental Affairs Officer
Zachary Blair, Deputy Chief Strategy and Intergovernmental Affairs Officer
Curtis Thomas, Executive Program Manager of Recapitalization
Kristine LaLonde, Mayor's Office
Charlotte Weatherington, Communications Manager
Denise Hagewood, Executive Office Administrative Assistant
Randall Lacy, CWA Property Manager
Tomma Thornton, Property Manager, Gernert Studio Apartments
Shirley Trotter, Resident Association President, Gernert Studio Apartments
Jim Zralek, NOAH Affordable Housing Taskforce
Regena Davis, NOAH Affordable Housing Taskforce

Hunter Nelson, Elmington
Joshua Haston, LDG Development
Tony Woodham, WCO
John Shepard, Elmington
Grace Evans, Elmington
Tom Curtis, Truist
Dexter Samuels, Meharry & Airport Authority
Ralph Perrey, THDA
Steve Reiter, Advocate

Chair Bill Purcell called the meeting to order and requested approval of the minutes of the meeting of January 14, 2020. Commissioner Ansari moved for adoption of the following resolution:

Resolution No. 5-20

“RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, that it hereby approves the minutes of the meeting of January 14, 2020.”

The motion was seconded by Commissioner Campbell, and upon vote all voted “aye”. None voted “no”.

Chair Purcell requested approval of the minutes of the MDHA Board Retreat meeting of January 29, 2020. Commissioner Campbell moved for adoption of the following resolution:

Resolution No. 6-20

“RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, that it hereby approves the minutes of the January 29, 2020 Board Retreat meeting.”

The motion was seconded by Commissioner Coleman, and upon vote all voted “aye”. None voted “no”. Chair Purcell also commented that the board items are now on letter sized paper and that there are also microphones, which is a result of action from the Board Retreat.

Chair Purcell introduced Tomma Thornton, Gernert Studio Apartments Property Manager and Shirley Trotter, Gernert Studio Apartments Resident Association President. Ms. Trotter spoke of having a new Property Manager and the plans to make Gernert Studio Apartments the best place to live. Ms. Thornton stated that she has only been at Gernert Studio Apartments since October 2019 and that they are in the unification process.

Chair Purcell next recognized Steve Reiter. Mr. Reiter stated that he enjoyed the Board Retreat and that it seems this Board is more in control, possibly because Mr. Purcell is now the Chair. He

commented on LIHTC, TIF financing and hoping the Mayor will be able to balance the budget. He spoke of his concerns and stated that he could be supportive of Dr. Dexter Samuels.

Chair Purcell also recognized Mr. Jim Zralek of NOAH. Mr. Zralek commented on the various activities regarding MDHA. He commented on the Nashville Promise Zone, unemployment, schools, crime and plans and timelines of future endeavors. Chair Purcell spoke of the sound and asked Mr. Zralek if he could hear everything since we now have microphones, he replied he could hear very well.

Chair Purcell recognized Mr. James Harbison, MDHA Executive Director, who thanked the Board members for attending the Retreat on January 29, 2020, it went well. Mr. Harbison also told the Board members that they may receive a 2530 form letter from HUD and showed an example of the letter. He also spoke of the Talking Points information; it is talking points for speaking with the public. He invited the Board to the Groundbreaking for Randee Rogers new town homes on Thursday, February 13 and also a ribbon cutting for Mosley on 6th on Thursday, March 5 (Mosley on 6th named for longtime Board Chair Ralph Mosley).

Chair Purcell called on Ralph Perrey, Executive Director of Tennessee Housing Development Agency. Mr. Perrey talked about the Low Income Housing Tax Credits (LIHTC) offered through THDA. He explained how bonds work and rental housing support. He also stated that Tax Credits are complicated and very competitive. They were created in the 1980's for the private sector. He illustrated how tax credits decreases rent (tax credits builds), new housing and that 20% of pool for preservation of Rental Assistance, 30% for RAD program incentives, etc.

Chair Purcell next recognized Dr. Dexter Samuels of the Airport Authority Board and Meharry Medical College. Mr. Samuels reported that the Mayor appoints the Airport Authority board members, but they still have to follow the rules of the Federal government. He said that they have a 10-member board with four members on the Management Review Committee to evaluate the CEO. He stated that the Committee hired a consultant to review and evaluate the CEO compensation and bonus package, with a written annual employment agreement of one year and a 12-month notice of evaluation. Contract evaluations for other Executives are under a 30 day notice, with no five year contracts. Saul Solomon stated that compensation (% of bonus for CEO) is by performance. Commissioner Bowers discussed overall management CEO goals and objectives.

Commissioner Coleman spoke of housing needs for change and growth. Mr. Samuels said you have to think out of the box, look at other entities that are similar. He will send a copy of the PowerPoint presentation to Chair Purcell. Chair Purcell spoke of the differences between housing and airports and how other housing authorities work; recommend for Best Practices, inspiring transparency. The Board thank Mr. Samuels for his presentation.

Mr. Samuels also presented in his PowerPoint slide presentation the different challenges of reorganization of the airport facility, the passenger growth, revenue, additional parking spaces, rental car increases, net asset increases, audit finding close-outs, disparity study, turn-over rate of employees, IT

security (hacking breaches), safety incidents, the John Tune airport, evaluation criteria (Board relationship), and about the rail system to the different terminals and eventually to Murfreesboro Road.

Commissioner Ansari asked what are the targets and what is most important relating to passengers, revenue and customer satisfaction. Expansion of the gates was also discussed.

Mr. Samuels stated that the Airport Authority and the TSA works closely together although they are two separate entities.

A discussion of when the Board Committee meets was next; Committee meetings on separate days of the board meeting sometimes creates a problem with having a quorum. The Committees need to meet on separate days/weeks in order to have more time to discuss the items before them and make recommendations after more communication between the members.

It was discussed that the Management Committee should have strong recommendations that other board members be involved in the process. It was suggested that an Adhoc Committee be formed to review the Board By-Laws. The Adhoc Committee would have four members; Chair Kay Bowers, Commissioner Paulette Coleman, Commissioner Bill Purcell and Attorney Saul Solomon as the Task Master. After discussion, Commissioner Aole moved adoption of the following resolution:

Resolution No. 7-20

"RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, that it hereby approves forming an Adhoc Committee, chaired by Commissioner Bowers with Commissioner Coleman, Commissioner Purcell and Task Master Saul Solomon to study changing the By-Laws (By-laws, mission and vision) of the Agency".

The motion was seconded by Commissioner Coleman, and upon vote all voted "aye". None voted "no".

Commissioner Bowers spoke of the overall management of CEO goals and objectives. Saul Solomon said the goals are set by the Management Committee and the strategic plan would be used until there is an Annual Review.

Commissioner Ansari, gave the Development Committee report. Mr. Ansari stated that the committee discussed New Market Tax Credits, Low Income Housing Tax Credits, the two PILOT programs (Trinity and Woodbine Community Organization). Elmington Capital also gave a report of why and how the PILOTS work; both PILOTS were approved by the Development Committee.

James Harbison presented the first item of business. Authorization to allow the Executive Director of Metropolitan Development and Housing Agency (MDHA) to negotiate and seek initial approval for a Tax Increment Refinancing Proposal from Regions Bank to refinance ten Tax Increment Financing (TIF) loans. After discussion, Commissioner Bowers moved adoption of the following resolution:

Resolution No. 8-20

"WHEREAS, the Agency has thirty-one tax increment loans outstanding, each of which is supported by the tax-increment revenues generated by certain pledged properties; and

WHEREAS, the current loan agreements call for all of the increment generated by these properties each year to be applied toward debt service on these loans, a situation which creates a certain unpredictability for the Metropolitan Government when it develops its operating budget a year prior to the debt service payments; and

WHEREAS, many of these loans have interest rates which reflect the higher rates in effect when the loans were originated; and

WHEREAS, the Agency engaged a consultant to identify those loans which might be refinanced at lower interest rates, with stable debt service payments, and with an overall savings to the Metropolitan Government, resulting in the loans which satisfied these criteria; and

WHEREAS, the Agency solicited refinancing proposals from eleven financial institutions and received five responses by the established deadline; and

WHEREAS, the proposal from Regions Bank was found to be the most advantageous of the proposals received;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency that the Regions Bank refinancing proposal be selected and that the Executive Director is authorized to negotiate the loan refinancing documents with Regions Bank; and

RESOLVED that the Executive Director is authorized to request such approvals from the Tennessee Comptroller of the Treasury, from the Tennessee Commissioner of Economic and Community Development, and from the Metropolitan Council of Nashville and Davidson County as may be necessary in order to proceed with the proposed refinancing."

The motion was seconded by Commissioner Ansari, and upon vote all voted "aye". None
voted no."

Joe Cain, Director of Urban Development, requested Board approval of a PILOT agreement between MDHA and Elmington Capital, LLC in partnership with ECG Trinity, LP, to acquire property to develop a 210-unit affordable housing complex. The property is located at 2300 Old Matthews Road. ECG Trinity, LP has applied for a 4% Low Income Housing Tax Credit (LIHTC) from the Tennessee Housing Development Agency, in which the tax credits will result in an equity amount of \$16,353,290. ECG Trinity, LP has also submitted an application to MDHA for Payment of Lieu of Taxes. After discussion, Commissioner Ansari moved adoption of the following resolution:

Resolution No. 9-20

“RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby approves the PILOT Agreement between MDHA and ECG Trinity, LP. The developer has entered into an agreement with the Tennessee Housing and Development Agency placing a thirty year affordability agreement on the property in exchange for receiving the tax credits. MDHA’s term of the PILOT agreement is for the first ten years. The property located at 2300 Old Matthews Road; and

BE IT FURTHER RESOLVED, That the Executive Director is authorized to execute any and all necessary documents for implementing the PILOT Agreement, execution of leases, and any legislative requirements including submission to the Metropolitan Council for its approval.”

The motion was seconded by Commissioner Campbell, and upon vote all voted “aye”. None voted no.”

Mr. Cain next requested Board approval of a PILOT agreement between MDHA and Elmington Capital, LLC in a limited partnership with WCO Hobson, LP, to acquire property at the corner of Hobson Pike and Murfreesboro Pike to develop a 324-unit affordable housing complex. WCO Hobson, LP has applied for a 4% Low Income Housing Tax Credit (LIHTC) from the Tennessee Housing Development Agency, in which the tax credits will result in an equity amount of \$19,698,364. WCO Hobson, LP has also submitted an application to MDHA for Payment of Lieu of Taxes. After discussion, Commissioner Ansari moved adoption of the following resolution:

Resolution No. 10-20

“RESOLVED by the Board of Commissioners of the Metropolitan Development and Housing Agency, That it hereby approves the PILOT Agreement between MDHA and WCO Hobson, LP. The developer has entered into an agreement with the Tennessee Housing and Development Agency placing a thirty year affordability agreement on the property in exchange for receiving the tax credits. MDHA’s term of the PILOT agreement is for the first ten years. The property located at the corner of Hobson Pike and Murfreesboro Pike; and

BE IT FURTHER RESOLVED, That the Executive Director is authorized to execute any and all necessary documents for implementing the PILOT Agreement, execution of leases, and any legislative requirements including submission to the Metropolitan Council for its approval."

The motion was seconded by Commissioner Coleman, and upon vote all voted "aye". None voted no."

Mr. Harbison invited everyone to the Groundbreaking ceremony for Randee Rogers Townhomes which will be held on Thursday, February 13 and also to the Ribbon Cutting ceremony for Mosley on 6th on March 5 (naming after longtime Board Chair Ralph Mosley). He also thanked the Commissioners and staff that attended the Board Retreat on January 29th. He spoke of the strategic planning with the Executive Director for management changes and building an evaluation process. He also thanked the Resident Association representative and the Manager for attending the meeting.

There being no further business to come before the Board, the Chair declared the meeting adjourned.

Secretary

APPROVED:

This _____ day of _____, 2020.

Chair

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

March 6, 2020

TO: James Harbison, Executive Director
FROM: LaTonya Ellis, Administrative Assistant to the Executive Director
SUBJECT: Attendance for Board Meeting – March 10, 2020

Ms. Sara Pitts, President of Edgefield Manor Resident Association and, Ms. Ronda Blackman, Property Manager of Edgefield Manor, will be present at the Board meeting.


LaTonya Ellis

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METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

March 6, 2020

TO: MDHA Board of Commissioners
FROM: James E. Harbison, Executive Director
SUBJECT: Refinancing of Ten Tax Increment Loans

At its February 11, 2020 meeting, the Board of Commissions adopted Resolution No. 8-20, which approved the selection of a proposal from Regions Bank to refinance ten tax increment loans and authorized the Executive Director to proceed with negotiation of the refinancing documents and with obtaining any required approvals from the Comptroller of the Treasury, the Commissioner of Economic and Community Development, and the Metropolitan Council. The refinancing, which had been recommended to us by Innovative Capital, a registered municipal securities advisor, had been undertaken in order (1) to reduce the impact of tax-increment debt service requirements on the current year operating budget of the Metropolitan Government, (2) to take advantage of current lower interest rates, and (3) to make the impact of tax-increment debt service more stable and predictable in future years.

We have now obtained the approval of the Comptroller of the Treasury and of the Commissioner of Economic and Community Development. The Metro Council is scheduled to act on this matter at its meeting on March 17. The loan documents have been drafted and are ready for approval by the Board.

There will be four separate loans, one for each of the development districts in which the current loans are located.

- Arts Center
 - Velocity
 - Westin Hotel
 - Thompson Hotel

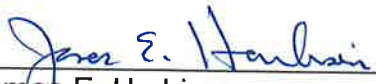
- Capitol Mall
 - 505 CST
 - Joseph Hotel
 - Kress Lofts
 - Regions Loan
 - Omni Hotel/County Music Hall of Fame
 - Hotel 21c
 - Avenue of the Arts Parking Garage
 - Parmenter Garage

- Rutledge Hill
 - Direct RMH

- Phillips Jackson
 - Regions Ball Park

At closing, all of the current loans will be prepaid in full. Any current agreements of the developers (1) to guarantee any shortfall in required debt service, and (2) to not contest their tax assessment without the written consent of MDHA will be rescinded. The four new loans will have an interest rate of 1.92% and will have an initial payment due on May 1, 2020. On each May 1 of the years 2021 through 2030, level debt service payments of principal and interest will be due so as to fully amortize the loan balances over that 10-year period.

Attached are four resolutions, one for the refinancing loan in each of the four development districts. It is recommended that the Board of Commissioners approve each of the four resolutions which approve the loans and the related loan documents and authorize the Chair of the Board, the Executive Director, or the Deputy Executive Director to execute the documents on behalf of the Agency.



James E. Harbison

Attachments

RESOLUTION NO. RS2020-_____

A Resolution approving the refinancing by the Metropolitan Development and Housing Agency of ten Tax Increment Financing Loans.

WHEREAS, the Metropolitan Development and Housing Agency desires to refinance ten (10) existing Tax Increment Financing Loans (listed in Exhibit A hereto) with four new Tax Increment Financing Loans with Regions Capital Advantage, Inc. (the "Refinancing") in order to reduce expenditures in the FY2020 Operating Budget of the Metropolitan Government of Nashville and Davidson County by approximately \$17,900,000; and

WHEREAS, the Refinancing would provide considerable savings to the Metropolitan Government of Nashville and Davidson County over the life of the loans by refinancing the existing loans at a significantly lower rate of interest; and

WHEREAS, the Refinancing would provide greater predictability to the annual debt service requirement for those loans; and

WHEREAS, the Board of the Metropolitan Development and Housing Agency approved the Refinancing at its March 10, 2020 meeting; and

WHEREAS, the Comptroller of the State of Tennessee and the Commissioner of the Tennessee Department of Economic and Community Development have determined that the Refinancing is in the best interest of the State of Tennessee as required by T.C.A. Section 9-23-104; and

WHEREAS, Section 5.06.030B of the Metropolitan Code of Laws requires authorization of such a refinancing by the Metropolitan Council by a Resolution receiving twenty-one (21) affirmative votes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Development and Housing Agency is hereby authorized to refinance the ten (10) Tax Increment Financing loans listed in Exhibit A hereto, and the Metropolitan Development and Housing Agency shall be entitled to receive tax increment revenues that exceed the maximum amount otherwise provided in Section 5.06.030B of the Metropolitan Code of Laws to pay debt service on the Refinancing loans.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED by Metropolitan

INTRODUCED BY:

Development and Housing Agency:

James E. Harrison

Executive Director

Member(s) of Council

APPROVED AS TO LEGALITY OF
FORM AND COMPOSITION

William H. Chappin

MDHA Attorney

RESOLUTION NO. RS2020-_____

Exhibit A

1. First Bank Loan Agreement dated September 26, 2007 related to Direct Development RMH
2. First Advantage Bank Loan Agreement dated December 3, 2015 related to 505 CST
3. Pizzuti Nashville Hotel Holdings LLC Loan Agreement dated May 2, 2018 related to The Joseph Hotel
4. Fifth Third Bank, N.A. Loan Agreement dated April 28, 2005 related to Kress Lofts
5. Parmenter NCC II, LLC Tax Increment Revenue Note dated October 31, 2013 related to Parmenter NCC
6. Farmers National Bank Loan Agreement dated June 10, 2015 related to The Thompson Hotel
7. First Tennessee Bank National Association Loan Agreement dated October 31, 2007 related to Velocity in The Gulch
8. BON Investments, Inc. Loan Agreement dated November 26, 2014 related to The Westin
9. Regions Capital Advantage, Inc. Loan Agreement dated October 4, 2013, as amended June 10, 2015 related to the Omni Hotel
10. Regions Capital Advantage, Inc. Loan Agreement dated February 11, 2015 related to the Nashville Sounds Ballpark

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



JOHN COOPER
MAYOR

February 29, 2020



DIRECTOR OF FINANCE
METROPOLITAN COURTHOUSE
ONE PUBLIC SQUARE, SUITE 106
NASHVILLE, TENNESSEE 37201
(615) 862-6151
(615) 862-6156 FAX

Mr. James E Harbison
Executive Director
Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, Tennessee 37206

Re: FY2020 Refinancing Plan for MDHA Tax Increment Loans

Dear Mr. Harbison:

I have reviewed your proposal for refinancing ten of MDHA's current tax increment loans as outlined in your February 20, 2020, letter. You indicated that Regions Capital Advantage had proposed to MDHA a refinancing structure which would save the Metropolitan Government considerable total debt service by refinancing these loans at a significantly lower rate of interest and provide greater predictability to the annual debt service requirement for those loans.

Your letter raised one question as to what the Metropolitan Government would prefer for the debt service payment to be due May 1 of this year. After careful consideration, we have determined that our preferred approach would be to pay the interest only on the May 1, 2020, scheduled debt service payment date, representing the short period between the refinancing and the payment due date. We would then expect the principal balances amortized with level debt service payments on each May 1 from 2021 through 2030.

With consideration of the foregoing, please proceed with the refinancing based on an interest-only payment for May 1, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Crumbo".

Kevin Crumbo
Director of Finance



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

February 26, 2020

VIA U.S. MAIL

James Harbison, Executive Director
Metropolitan Development and Housing Agency
P.O. Box 846
Nashville, Tennessee 37206

RE: Request for Determination that Extended Impact Plan Terms are in Best Interest of the State of Tennessee

Dear Mr. Harbison,

I received your request dated February 14, 2020, for a determination that the Metropolitan Development and Housing Agency's ("MDHA") proposed extensions of the Economic Impact Plans for both the Capitol Mall and Phillips-Jackson District are in the best interest of the State of Tennessee. See page 2 for exact list of parcels and requested term lengths. MDHA is requesting approval of these term extensions pursuant to T.C.A. § 9-23-104. The standard by which this "best interest of the state" determination is made is defined at T.C.A. § 9-23-102(3):

(B) For purposes of an extended plan term, "best interest of the state" means an extended plan term or term extension is reasonably required for plan completion;

It is my understanding that MDHA is proposing to refinance 10 existing tax increment loans in 4 different redevelopment districts over a 10-year term with fixed annual debt service in order to stabilize the impact the tax increment draws have on the annual operating budget of Nashville Metropolitan Government and to realize a significant savings. Only 2 of the 4 redevelopment districts, specifically Capitol Mall and Phillips-Jackson, require plan extensions in order to accomplish this refinancing. You stated that the proposed 10-year amortization terms would result in the refinancing debt maturing at least 5 years prior to the expiration of either of these two districts.

District	Parcel	Anticipated Total Years
Capitol Mall	Kress Lofts	30
	303 Church, LLC	31
	Ambrose Lofts	30
	Art Avenue Lofts	30
	Bennie Dillon	37
	Broadway	41
	Commerce Center	34
	Edgehill Properties	Various
	Exchange Lofts	31
	First Baptist Parking Lot	37
	Marriott	38
	Hilton Hotel	37
	Ryman Auditorium	42
	SunTrust Plaza	42
	AT&T Building	43
Stahlman Building	30	
Phillips-Jackson	Werthan Mills	32 – 36

Based on my review of the projected savings to the Nashville Metropolitan Government and the strong need for stabilization in its operating budget, the term extensions, in my opinion, are in the best interest of the State of Tennessee.

I also understand that MDHA has agreed to comply with the Uniformity in Tax Increment Financing (“TIF”) Act of 2012 for all districts, whether created prior to 2012 or not, and to move to a program structure of one impact plan per project. I appreciate your willingness to work with Nashville Metropolitan Government during this historic time and to move to a more transparent model of tax increment financing.

Sincerely,



Justin P. Wilson
Comptroller of the Treasury

cc | Commissioner Rolfe, Department of Economic and Community Development



DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

ROBERT O. ROLFE
COMMISSIONER

BILL LEE
GOVERNOR

February 27, 2020

VIA U.S. MAIL

James Harbison
Executive Director
Metropolitan Development and Housing Agency
P.O. Box 846
Nashville, TN 37206

RE: Request for Determination that Extended Impact Plan Terms are in Best Interest of the State of Tennessee

Dear Mr. Harbison:

On February 14, 2020, we received your request for a written determination that the Metropolitan Development and Housing Agency's ("MDHA") proposed extensions of the Economic Impact Plans for both the Capitol Mall and Phillips-Jackson District are in the best interest of the State of Tennessee. MDHA is requesting approval of these term extensions pursuant to T.C.A. 9-23-104, which states that:

Notwithstanding any tax increment statute or any plan to the contrary, no allocation of tax increment revenues shall be made with respect to any property for a period of more than twenty (20) years in the case of an economic impact plan, or thirty (30) years in the case of a redevelopment plan or community redevelopment plan as defined in § 9-23-102, unless both the commissioner and the comptroller have made a written determination that a longer period is in the best interest of the state. If the written determination approving or declining the longer term is not rendered within thirty (30) days, the longer term is deemed approved.

Under T.C.A. 9-23-102(3), "best interest of the state" means "(B) For purposes of an extended plan term, "best interest of the state" means an extended plan term or term extension is reasonably required for plan completion."

It is my understanding that MDA is proposing to refinance ten existing tax increment loans in four different redevelopment districts over a ten-year term with fixed annual debt service in order to stabilize the impact the tax increment draws have on the annual operating budget of the Metropolitan Government of Nashville. Only two of the four redevelopment districts, specifically Capitol Mall and Phillips-Jackson, require plan extensions in order to accomplish this refinancing.

Mr. Harbison
February 27, 2020
Page 2

You stated that the proposed refinancing would not involve an amendment to either plan, and that the proposed 10-year amortization terms would result in the refinancing debt maturing at least 5 years prior to the expiration of either of these two districts.

Based on my review of the projected savings to the Metropolitan Government of Nashville of approximately \$5.3 million and the reduction and stabilization in Metro Nashville government's operating budget, the term extensions, in my opinion, are in the best interest of the State of Tennessee.

Sincerely,

A handwritten signature in black ink that reads "Robert O. Rolfe" followed by a stylized flourish or initials.

Robert O. Rolfe
Commissioner

cc: Justin P. Wilson, Comptroller of the Treasury

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE AND DELIVERY BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY OF ITS BONDS, NOTES, DEBENTURES OR OTHER INSTRUMENTS EVIDENCING AND/OR SECURING A TERM LOAN TO REFINANCE CERTAIN EXISTING INDEBTEDNESS.

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA"), is a public body corporate and politic organized and existing under, and by virtue of, the provisions of Chapter 20, Title 13, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, MDHA is authorized by the Act to, among other things, undertake "redevelopment projects," as defined in the Act, and to borrow money upon its bonds, notes, debentures or other instruments evidencing indebtedness and to secure the same in accordance with the provisions of the Act, including, without limitation, those provisions of the Act permitting tax increment financing; and

WHEREAS, to eliminate slum and blighting conditions and to provide for the redevelopment of a certain area of Nashville, Tennessee described in the Capitol Mall Redevelopment Project Plan, as amended, approved by Ordinance No. 77-716, as amended by Ordinance Nos. 82-845, 87-1695, 91-1567, 93-774, 97-755, 98-1187, BL2002-1033, BL2004-424, BL2009-436, BL2013-377 and BL2014-699, of the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Capitol Mall Plan"), MDHA has undertaken certain activities and incurred certain indebtedness to support the redevelopment, stabilization and improvement of the area within the Capitol Mall Plan, including the project consisting of the construction of the Omni Nashville Hotel and the expansion of The Country Music Hall of Fame® and Museum located at 250 and 222 Fifth Avenue South, respectively, the parking garage project located at 147 Fifth Avenue North, the art museum project located at 222 Third Avenue North, the mixed use project known as "505 CST" located at Church Street and Fifth Avenue North, the mixed use project known as "Joseph Hotel" located at 401 Korean Veterans Boulevard, the mixed use project known as "Kress Lofts" located at 235 and 237 Fifth Avenue North and the garage project located at Church Street and Sixth Avenue North; and

WHEREAS, Regions Capital Advantage, Inc. ("RCA") has agreed to loan funds to MDHA to refinance the loans previously incurred by MDHA in connection with the development of these projects (such existing loans being referred to hereinafter collectively as the "Refinanced Loans"); and

WHEREAS, MDHA has determined to obtain a term loan from RCA in the principal amount of not exceeding \$48,000,000, the proceeds of such term loan to be used (i) to repay the Refinanced Loans, and (ii) to pay certain closing costs incurred in connection with the term loan, to the extent such costs are not paid from other funds of MDHA; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that obtaining such new term loan from RCA will be in accordance with the provisions, and will further the purposes and the policies, of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of MDHA, and it is hereby resolved, as follows:

1. Findings. The Board of Commissioners of MDHA hereby finds and determines that obtaining a term loan from RCA in the principal amount of not exceeding \$48,000,000 to repay the Refinanced Loans as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of Term Loan. Under and pursuant to the provisions of the Act, and in accordance with the terms and provisions set forth in that certain proposal from RCA dated January 8, 2020 (the "Term Sheet"), and in accordance with the terms and provisions set forth in that certain proposed Loan and Security Agreement (the "Loan Agreement") among MDHA, those several lenders who are or become parties thereto and RCA, as administrative agent for such lenders, including the use of tax increment revenues from certain properties within the boundaries of the Capitol Mall Plan to pay debt service on the term loan as contemplated in the Loan Agreement and as expressly authorized by the Capitol Mall Plan, the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and to deliver the Loan Agreement, and to execute and to deliver, in consideration of payment therefor, in the name, and on behalf, of MDHA, such bonds, notes, debentures or other instruments evidencing the term loan, and to execute and to deliver such other agreements to further evidence and/or to secure the term loan, in each case as shall be consistent with the terms and provisions set forth in the Term Sheet and the Loan Agreement (provided the provisions of the Loan Agreement shall govern in the event of any inconsistency between the Term Sheet and the Loan Agreement) and as shall be approved by the representative of MDHA executing and delivering the same, the execution and delivery thereof to constitute conclusive evidence of such approval. Notwithstanding the foregoing, the initial fixed interest rate on such term loan shall not exceed three percent (3%) per annum; provided, however, such maximum interest rate shall not apply if MDHA is in default in performing its obligations under the instruments or documents evidencing and/or securing the term loan contemplated herein or if such initial fixed interest rate is adjusted to provide the equivalent after-tax yield as a result of any subsequent change in tax status.

3. Tax Covenant. MDHA hereby covenants and agrees with RCA to comply with each applicable requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the term loan contemplated herein from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, MDHA agrees to comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel and executed and delivered by MDHA at the time of the closing of such term loan, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized and directed to execute and deliver the Tax Certificate on behalf of and in the name of MDHA.

4. Miscellaneous Acts. The Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments and certifications as may, in the discretion of such representative of MDHA, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

5. Limitation of Liability. Neither The Metropolitan Government of Nashville and Davidson County nor the State of Tennessee nor any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), shall be liable for the payment of the principal of or the interest on the term loan contemplated herein or for the performance of any pledge, mortgage, obligation, agreement or certification of any kind whatsoever of MDHA, and neither such term loan, the instruments or documents evidencing the same nor any of the pledges, mortgages, agreements, obligations or certifications of MDHA related thereto shall be construed to constitute an indebtedness or obligation of, or a pledge of the faith and credit or any taxing power of, The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the term loan contemplated herein or other costs incident thereto. MDHA has no taxing power.

No recourse under or upon any statement, obligation, covenant, agreement or certification contained in any of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification whatsoever or under any judgment obtained against MDHA or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, commissioner or officer, as such, past, present or future, of MDHA, either directly or through MDHA, or otherwise, for the payment for, or to, MDHA, or any receiver thereof, or from or to, the holder of the instruments or documents evidencing and/or securing the term loan contemplated herein, for any sum that may be due and unpaid by MDHA upon such instruments or documents, or the interest payable thereon. 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, commissioner or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, MDHA or any receiver thereof, or for, or to, the holders of the instruments or documents evidencing and/or securing the term loan contemplated herein, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution and delivery of the aforesaid instruments and documents.

Further, and not by way of limitation of the preceding paragraphs of this Section 5, the instruments and documents evidencing and/or securing the term loan contemplated herein, and the interest payable thereon, are special limited and not general obligations of MDHA giving rise to no pecuniary liability of MDHA, are payable solely from the tax increment revenues and other funds pledged therefor and are a valid claim of the holders and owners thereof only against the tax increment revenues and other funds pledged therefor.

6. Authority. RCA is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of any amounts borrowed or credit obtained on behalf of MDHA hereunder, and RCA shall be under no obligation or liability for the use or disposition of any amounts borrowed or credit obtained.

7. Ratification. Any and all acts previously taken by the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any of them, acting alone, for and on behalf of MDHA, in connection with the foregoing, including, without limitation, in negotiating the Term Sheet and the Loan Agreement, are hereby ratified and affirmed.

8. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit or describe the scope or intent of any provision hereof.

9. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Repealing Clause. All resolutions or parts thereof of MDHA in conflict with the provisions herein contained are, to the extent of such conflict, hereby suspended and repealed.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Approved and adopted this 10th day of March, 2020.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Title: Chair

By: _____
Title: Executive Director

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE AND DELIVERY BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY OF ITS BONDS, NOTES, DEBENTURES OR OTHER INSTRUMENTS EVIDENCING AND/OR SECURING A TERM LOAN TO REFINANCE CERTAIN EXISTING INDEBTEDNESS.

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA"), is a public body corporate and politic organized and existing under, and by virtue of, the provisions of Chapter 20, Title 13, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, MDHA is authorized by the Act to, among other things, undertake "redevelopment projects," as defined in the Act, and to borrow money upon its bonds, notes, debentures or other instruments evidencing indebtedness and to secure the same in accordance with the provisions of the Act, including, without limitation, those provisions of the Act permitting tax increment financing; and

WHEREAS, to eliminate slum and blighting conditions and to provide for the redevelopment of a certain area of Nashville, Tennessee described in the Rutledge Hill Redevelopment Plan, as amended, approved by Ordinance No. 080-133, as amended by Ordinance Nos. 086-1131, 087-1695, 091-1520, 097-754, 097-755, BL2005-875, BL2013-377, BL2014-699 and BL2019-1645, of the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Rutledge Hill Plan"), MDHA has undertaken certain activities and incurred certain indebtedness to support the redevelopment, stabilization and improvement of the area within the Rutledge Hill Plan, including the multifamily housing project located at 201, 210 and 215 Middleton Street; and

WHEREAS, Regions Capital Advantage, Inc. ("RCA") has agreed to loan funds to MDHA to refinance the loan previously incurred by MDHA in connection with the development of this project (such existing loan being referred to hereinafter as the "Refinanced Loan"); and

WHEREAS, MDHA has determined to obtain a term loan from RCA in the principal amount of not exceeding \$1,750,000, the proceeds of such term loan to be used (i) to repay the Refinanced Loan, and (ii) to pay certain closing costs incurred in connection with the term loan, to the extent such costs are not paid from other funds of MDHA; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that obtaining such new term loan from RCA will be in accordance with the provisions, and will further the purposes and the policies, of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of MDHA, and it is hereby resolved, as follows:

1. Findings. The Board of Commissioners of MDHA hereby finds and determines that obtaining a term loan from RCA in the principal amount of not exceeding \$1,750,000 to repay the Refinanced Loan as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of Term Loan. Under and pursuant to the provisions of the Act, and in accordance with the terms and provisions set forth in that certain proposal from RCA dated January 8, 2020 (the "Term Sheet"), and in accordance with the terms and provisions set forth in that certain proposed Loan and Security Agreement (the "Loan Agreement") among MDHA, those several lenders who are or become parties thereto and RCA, as administrative agent for such lenders, including the use of tax increment revenues from certain properties within the boundaries of the Rutledge Hill Plan to pay debt service on the term loan as contemplated in the Loan Agreement and as expressly authorized by the Rutledge Hill Plan, the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and to deliver the Loan Agreement, and to execute and to deliver, in consideration of payment therefor, in the name, and on behalf, of MDHA, such bonds, notes, debentures or other instruments evidencing the term loan, and to execute and to deliver such other agreements to further evidence and/or to secure the term loan, in each case as shall be consistent with the terms and provisions set forth in the Term Sheet and the Loan Agreement (provided the provisions of the Loan Agreement shall govern in the event of any inconsistency between the Term Sheet and the Loan Agreement) and as shall be approved by the representative of MDHA executing and delivering the same, the execution and delivery thereof to constitute conclusive evidence of such approval. Notwithstanding the foregoing, the initial fixed interest rate on such term loan shall not exceed three percent (3%) per annum; provided, however, such maximum interest rate shall not apply if MDHA is in default in performing its obligations under the instruments or documents evidencing and/or securing the term loan contemplated herein or if such initial fixed interest rate is adjusted to provide the equivalent after-tax yield as a result of any subsequent change in tax status.

3. Tax Covenant. MDHA hereby covenants and agrees with RCA to comply with each applicable requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the term loan contemplated herein from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, MDHA agrees to comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel and executed and delivered by MDHA at the time of the closing of such term loan, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized and directed to execute and deliver the Tax Certificate on behalf of and in the name of MDHA.

4. Miscellaneous Acts. The Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments and certifications as may, in

the discretion of such representative of MDHA, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

5. Limitation of Liability. Neither The Metropolitan Government of Nashville and Davidson County nor the State of Tennessee nor any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), shall be liable for the payment of the principal of or the interest on the term loan contemplated herein or for the performance of any pledge, mortgage, obligation, agreement or certification of any kind whatsoever of MDHA, and neither such term loan, the instruments or documents evidencing the same nor any of the pledges, mortgages, agreements, obligations or certifications of MDHA related thereto shall be construed to constitute an indebtedness or obligation of, or a pledge of the faith and credit or any taxing power of, The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the term loan contemplated herein or other costs incident thereto. MDHA has no taxing power.

No recourse under or upon any statement, obligation, covenant, agreement or certification contained in any of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification whatsoever or under any judgment obtained against MDHA or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, commissioner or officer, as such, past, present or future, of MDHA, either directly or through MDHA, or otherwise, for the payment for, or to, MDHA, or any receiver thereof, or from or to, the holder of the instruments or documents evidencing and/or securing the term loan contemplated herein, for any sum that may be due and unpaid by MDHA upon such instruments or documents, or the interest payable thereon. 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, commissioner or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, MDHA or any receiver thereof, or for, or to, the holders of the instruments or documents evidencing and/or securing the term loan contemplated herein, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution and delivery of the aforesaid instruments and documents.

Further, and not by way of limitation of the preceding paragraphs of this Section 5, the instruments and documents evidencing and/or securing the term loan contemplated herein, and the interest payable thereon, are special limited and not general obligations of MDHA giving rise to no pecuniary liability of MDHA, are payable solely from the tax increment

revenues and other funds pledged therefor and are a valid claim of the holders and owners thereof only against the tax increment revenues and other funds pledged therefor.

6. Authority. RCA is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of any amounts borrowed or credit obtained on behalf of MDHA hereunder, and RCA shall be under no obligation or liability for the use or disposition of any amounts borrowed or credit obtained.

7. Ratification. Any and all acts previously taken by the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any of them, acting alone, for and on behalf of MDHA, in connection with the foregoing, including, without limitation, in negotiating the Term Sheet and the Loan Agreement, are hereby ratified and affirmed.

8. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit or describe the scope or intent of any provision hereof.

9. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Repealing Clause. All resolutions or parts thereof of MDHA in conflict with the provisions herein contained are, to the extent of such conflict, hereby suspended and repealed.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Approved and adopted this 10th day of March, 2020.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Title: Chair

By: _____
Title: Executive Director

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE AND DELIVERY BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY OF ITS BONDS, NOTES, DEBENTURES OR OTHER INSTRUMENTS EVIDENCING AND/OR SECURING A TERM LOAN TO REFINANCE CERTAIN EXISTING INDEBTEDNESS.

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA"), is a public body corporate and politic organized and existing under, and by virtue of, the provisions of Chapter 20, Title 13, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, MDHA is authorized by the Act to, among other things, undertake "redevelopment projects," as defined in the Act, and to borrow money upon its bonds, notes, debentures or other instruments evidencing indebtedness and to secure the same in accordance with the provisions of the Act, including, without limitation, those provisions of the Act permitting tax increment financing; and

WHEREAS, to eliminate slum and blighting conditions and to provide for the redevelopment of a certain area of Nashville, Tennessee described in the Arts Center Redevelopment Plan, as amended, approved by Ordinance No. 098-1188, as amended by Ordinance Nos. 099-1761, BL2002-1063, BL2009-436, BL2013-377, BL2014-699 and BL2019-1645, of the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Arts Center Plan"), MDHA has undertaken certain activities and incurred certain indebtedness to support the redevelopment, stabilization and improvement of the area within the Arts Center Plan, including the Velocity mixed use project located at 300 11th Avenue South, the Thompson Hotel project located at 401 11th Avenue South and the Westin Hotel project located at 807 Clark Place; and

WHEREAS, Regions Capital Advantage, Inc. ("RCA") has agreed to loan funds to MDHA to refinance the loans previously incurred by MDHA in connection with the development of these projects (such existing loans being referred to hereinafter collectively as the "Refinanced Loans"); and

WHEREAS, MDHA has determined to obtain a term loan from RCA in the principal amount of not exceeding \$23,500,000, the proceeds of such term loan to be used (i) to repay the Refinanced Loans, and (ii) to pay certain closing costs incurred in connection with the term loan, to the extent such costs are not paid from other funds of MDHA; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that obtaining such new term loan from RCA will be in accordance with the provisions, and will further the purposes and the policies, of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of MDHA, and it is hereby resolved, as follows:

1. Findings. The Board of Commissioners of MDHA hereby finds and determines that obtaining a term loan from RCA in the principal amount of not exceeding \$23,500,000 to repay the Refinanced Loans as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of Term Loan. Under and pursuant to the provisions of the Act, and in accordance with the terms and provisions set forth in that certain proposal from RCA dated January 8, 2020 (the "Term Sheet"), and in accordance with the terms and provisions set forth in that certain proposed Loan and Security Agreement (the "Loan Agreement") among MDHA, those several lenders who are or become parties thereto and RCA, as administrative agent for such lenders, including the use of tax increment revenues from certain properties within the boundaries of the Arts Center Plan to pay debt service on the term loan as contemplated in the Loan Agreement and as expressly authorized by the Arts Center Plan, the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and to deliver the Loan Agreement, and to execute and to deliver, in consideration of payment therefor, in the name, and on behalf, of MDHA, such bonds, notes, debentures or other instruments evidencing the term loan, and to execute and to deliver such other agreements to further evidence and/or to secure the term loan, in each case as shall be consistent with the terms and provisions set forth in the Term Sheet and the Loan Agreement (provided the provisions of the Loan Agreement shall govern in the event of any inconsistency between the Term Sheet and the Loan Agreement) and as shall be approved by the representative of MDHA executing and delivering the same, the execution and delivery thereof to constitute conclusive evidence of such approval. Notwithstanding the foregoing, the initial fixed interest rate on such term loan shall not exceed three percent (3%) per annum; provided, however, such maximum interest rate shall not apply if MDHA is in default in performing its obligations under the instruments or documents evidencing and/or securing the term loan contemplated herein or if such initial fixed interest rate is adjusted to provide the equivalent after-tax yield as a result of any subsequent change in tax status.

3. Tax Covenant. MDHA hereby covenants and agrees with RCA to comply with each applicable requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the term loan contemplated herein from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, MDHA agrees to comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel and executed and delivered by MDHA at the time of the closing of such term loan, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized and directed to execute and deliver the Tax Certificate on behalf of and in the name of MDHA.

4. Miscellaneous Acts. The Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments and certifications as may, in the discretion of such representative of MDHA, be necessary or desirable to implement or

comply with the intent of this Resolution or any of the documents herein authorized and approved.

5. Limitation of Liability. Neither The Metropolitan Government of Nashville and Davidson County nor the State of Tennessee nor any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), shall be liable for the payment of the principal of or the interest on the term loan contemplated herein or for the performance of any pledge, mortgage, obligation, agreement or certification of any kind whatsoever of MDHA, and neither such term loan, the instruments or documents evidencing the same nor any of the pledges, mortgages, agreements, obligations or certifications of MDHA related thereto shall be construed to constitute an indebtedness or obligation of, or a pledge of the faith and credit or any taxing power of, The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the term loan contemplated herein or other costs incident thereto. MDHA has no taxing power.

No recourse under or upon any statement, obligation, covenant, agreement or certification contained in any of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification whatsoever or under any judgment obtained against MDHA or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, commissioner or officer, as such, past, present or future, of MDHA, either directly or through MDHA, or otherwise, for the payment for, or to, MDHA, or any receiver thereof, or from or to, the holder of the instruments or documents evidencing and/or securing the term loan contemplated herein, for any sum that may be due and unpaid by MDHA upon such instruments or documents, or the interest payable thereon. 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, commissioner or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, MDHA or any receiver thereof, or for, or to, the holders of the instruments or documents evidencing and/or securing the term loan contemplated herein, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution and delivery of the aforesaid instruments and documents.

Further, and not by way of limitation of the preceding paragraphs of this Section 5, the instruments and documents evidencing and/or securing the term loan contemplated herein, and the interest payable thereon, are special limited and not general obligations of MDHA giving rise to no pecuniary liability of MDHA, are payable solely from the tax increment

revenues and other funds pledged therefor and are a valid claim of the holders and owners thereof only against the tax increment revenues and other funds pledged therefor.

6. Authority. RCA is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of any amounts borrowed or credit obtained on behalf of MDHA hereunder, and RCA shall be under no obligation or liability for the use or disposition of any amounts borrowed or credit obtained.

7. Ratification. Any and all acts previously taken by the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any of them, acting alone, for and on behalf of MDHA, in connection with the foregoing, including, without limitation, in negotiating the Term Sheet and the Loan Agreement, are hereby ratified and affirmed.

8. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit or describe the scope or intent of any provision hereof.

9. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Repealing Clause. All resolutions or parts thereof of MDHA in conflict with the provisions herein contained are, to the extent of such conflict, hereby suspended and repealed.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Approved and adopted this 10th day of March, 2020.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Title: Chair

By: _____
Title: Executive Director

RESOLUTION NO. -20

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE AND DELIVERY BY THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY OF ITS BONDS, NOTES, DEBENTURES OR OTHER INSTRUMENTS EVIDENCING AND/OR SECURING A TERM LOAN TO REFINANCE CERTAIN EXISTING INDEBTEDNESS.

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA"), is a public body corporate and politic organized and existing under, and by virtue of, the provisions of Chapter 20, Title 13, Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, MDHA is authorized by the Act to, among other things, undertake "redevelopment projects," as defined in the Act, and to borrow money upon its bonds, notes, debentures or other instruments evidencing indebtedness and to secure the same in accordance with the provisions of the Act, including, without limitation, those provisions of the Act permitting tax increment financing; and

WHEREAS, to eliminate slum and blighting conditions and to provide for the redevelopment of a certain area of Nashville, Tennessee described in the Phillips-Jackson Street Redevelopment Plan, as amended, approved by Ordinance No. 093-773, as amended by Ordinance Nos. 099-1762, BL2001-861, BL2005-798, BL2013-377, BL2013-595 and BL2019-1645, of the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Phillips-Jackson Plan"), MDHA has undertaken certain activities and incurred certain indebtedness to support the redevelopment, stabilization and improvement of the area within the Phillips-Jackson Plan, including the ballpark facility project located at 19 Junior Gilliam Way, the Werthan Mills project located at 1400 Rosa L. Parks Boulevard, the 915 Jefferson Street project located at 915 Jefferson Street and the Jefferson Street Lofts project located at 1100 4th Avenue North; and

WHEREAS, Regions Capital Advantage, Inc. ("RCA") has agreed to loan funds to MDHA to refinance the loans previously incurred by MDHA in connection with the development of these projects (such existing loans being referred to hereinafter collectively as the "Refinanced Loans"); and

WHEREAS, MDHA has determined to obtain a term loan from RCA in the principal amount of not exceeding \$5,500,000, the proceeds of such term loan to be used (i) to repay the Refinanced Loans, and (ii) to pay certain closing costs incurred in connection with the term loan, to the extent such costs are not paid from other funds of MDHA; and

WHEREAS, the Board of Commissioners of MDHA hereby finds and determines that obtaining such new term loan from RCA will be in accordance with the provisions, and will further the purposes and the policies, of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of MDHA, and it is hereby resolved, as follows:

1. Findings. The Board of Commissioners of MDHA hereby finds and determines that obtaining a term loan from RCA in the principal amount of not exceeding \$5,500,000 to repay the Refinanced Loans as described herein will be necessary and advantageous to MDHA in furthering the purposes of the Act.

2. Authorization of Term Loan. Under and pursuant to the provisions of the Act, and in accordance with the terms and provisions set forth in that certain proposal from RCA dated January 8, 2020 (the "Term Sheet"), and in accordance with the terms and provisions set forth in that certain proposed Loan and Security Agreement (the "Loan Agreement") among MDHA, those several lenders who are or become parties thereto and RCA, as administrative agent for such lenders, including the use of tax increment revenues from certain properties within the boundaries of the Phillips-Jackson Plan to pay debt service on the term loan as contemplated in the Loan Agreement and as expressly authorized by the Phillips-Jackson Plan, the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized, empowered and directed to execute and to deliver the Loan Agreement, and to execute and to deliver, in consideration of payment therefor, in the name, and on behalf, of MDHA, such bonds, notes, debentures or other instruments evidencing the term loan, and to execute and to deliver such other agreements to further evidence and/or to secure the term loan, in each case as shall be consistent with the terms and provisions set forth in the Term Sheet and the Loan Agreement (provided the provisions of the Loan Agreement shall govern in the event of any inconsistency between the Term Sheet and the Loan Agreement) and as shall be approved by the representative of MDHA executing and delivering the same, the execution and delivery thereof to constitute conclusive evidence of such approval. Notwithstanding the foregoing, the initial fixed interest rate on such term loan shall not exceed three percent (3%) per annum; provided, however, such maximum interest rate shall not apply if MDHA is in default in performing its obligations under the instruments or documents evidencing and/or securing the term loan contemplated herein or if such initial fixed interest rate is adjusted to provide the equivalent after-tax yield as a result of any subsequent change in tax status.

3. Tax Covenant. MDHA hereby covenants and agrees with RCA to comply with each applicable requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the term loan contemplated herein from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, MDHA agrees to comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel and executed and delivered by MDHA at the time of the closing of such term loan, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, are hereby authorized and directed to execute and deliver the Tax Certificate on behalf of and in the name of MDHA.

4. Miscellaneous Acts. The Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA,

are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments and certifications as may, in the discretion of such representative of MDHA, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

5. Limitation of Liability. Neither The Metropolitan Government of Nashville and Davidson County nor the State of Tennessee nor any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), shall be liable for the payment of the principal of or the interest on the term loan contemplated herein or for the performance of any pledge, mortgage, obligation, agreement or certification of any kind whatsoever of MDHA, and neither such term loan, the instruments or documents evidencing the same nor any of the pledges, mortgages, agreements, obligations or certifications of MDHA related thereto shall be construed to constitute an indebtedness or obligation of, or a pledge of the faith and credit or any taxing power of, The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof, other than MDHA (and, as to MDHA, subject to the limitations described herein), within the meaning of any constitutional or statutory provisions whatsoever. Neither the faith and credit nor the taxing power of The Metropolitan Government of Nashville and Davidson County or the State of Tennessee or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the term loan contemplated herein or other costs incident thereto. MDHA has no taxing power.

No recourse under or upon any statement, obligation, covenant, agreement or certification contained in any of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification whatsoever or under any judgment obtained against MDHA or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the documents executed and delivered in connection with the term loan contemplated herein, including, without limitation, the instruments or documents evidencing and/or securing the same, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, commissioner or officer, as such, past, present or future, of MDHA, either directly or through MDHA, or otherwise, for the payment for, or to, MDHA, or any receiver thereof, or from or to, the holder of the instruments or documents evidencing and/or securing the term loan contemplated herein, for any sum that may be due and unpaid by MDHA upon such instruments or documents, or the interest payable thereon. 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, commissioner or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, MDHA or any receiver thereof, or for, or to, the holders of the instruments or documents evidencing and/or securing the term loan contemplated herein, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution and delivery of the aforesaid instruments and documents.

Further, and not by way of limitation of the preceding paragraphs of this Section 5, the instruments and documents evidencing and/or securing the term loan contemplated herein, and the interest payable thereon, are special limited and not general obligations of MDHA giving rise to no pecuniary liability of MDHA, are payable solely from the tax increment revenues and other funds pledged therefor and are a valid claim of the holders and owners thereof only against the tax increment revenues and other funds pledged therefor.

6. Authority. RCA is authorized and directed, without limitation or inquiry, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any one of them, acting alone, for and on behalf of MDHA, as to the disposition of any amounts borrowed or credit obtained on behalf of MDHA hereunder, and RCA shall be under no obligation or liability for the use or disposition of any amounts borrowed or credit obtained.

7. Ratification. Any and all acts previously taken by the Executive Director, the Deputy Executive Director and the Chair of MDHA, or any of them, acting alone, for and on behalf of MDHA, in connection with the foregoing, including, without limitation, in negotiating the Term Sheet and the Loan Agreement, are hereby ratified and affirmed.

8. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit or describe the scope or intent of any provision hereof.

9. Partial Invalidity. If any one or more of the provisions of this Resolution shall be held invalid, illegal or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Resolution shall be construed the same as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Repealing Clause. All resolutions or parts thereof of MDHA in conflict with the provisions herein contained are, to the extent of such conflict, hereby suspended and repealed.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Approved and adopted this 10th day of March, 2020.

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Title: Chair

By: _____
Title: Executive Director

Regions
CPA

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT ("Agreement"), dated as of March [], 2020, is made and entered into on the terms and conditions hereinafter set forth, by and among METROPOLITAN DEVELOPMENT AND HOUSING AGENCY (the "Borrower"), those several lenders who are or become parties to this Agreement (collectively, the "Lenders" and, individually, a "Lender"), and REGIONS CAPITAL ADVANTAGE, INC., a Tennessee corporation ("Regions"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS:

WHEREAS, the Borrower has requested that Regions (as the sole initial Lender hereunder) make available to the Borrower on the terms and conditions hereinafter set forth, and for the purpose hereinafter set forth, a term loan in the original principal amount of \$[] (the "Loan"); and

WHEREAS, Regions (as the sole initial Lender hereunder), in reliance upon the representations and inducements of the Borrower set forth herein and in the other Loan Documents (as defined herein), has agreed to make the Loan upon the terms and conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the agreement of the Lenders to make the Loan and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Administrative Agent, the Lenders and the Borrower hereby agree as follows:

**ARTICLE 1.
DEFINITIONS, ACCOUNTING TERMS
AND PRINCIPLES OF CONSTRUCTION**

Section 1.1 Defined Terms. In addition to terms defined elsewhere herein, the following terms, as used in this Agreement, shall have the respective meanings set forth below (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):

"Administrative Agent" shall mean Regions or such successor Administrative Agent as may be appointed by the Lenders pursuant to Section 9.10.

"Affiliate" shall mean, as to any Person, any other Person directly or indirectly controlling (including all directors, officers and employees of such Person), directly or indirectly controlled by or under direct or indirect common control with such Person.

"Assignment and Acceptance" shall mean an assignment and acceptance, substantially in the form of Exhibit A attached hereto, between a transferor Lender and a proposed transferee, regarding the sale, assignment, transfer or other disposition (other than the sale of a participation) of all or any amount of the Percentage of the Loan.

"Borrower" shall mean Metropolitan Development and Housing Agency.

"Business Day" shall mean any day on which commercial banks in Nashville, Tennessee are neither authorized nor required by law or executive order to close and on which the New York Stock Exchange is not closed.

"Capitol Mall Expiration Date" shall mean December 31, 2040 or such later expiration date reflected in any further amendments to the Capitol Mall Plan.

"Capitol Mall Plan" shall mean the Capitol Mall Redevelopment Project Plan approved by the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County by Ordinance No. 77-716, as amended by Ordinance Nos. 82-845, 87-1695, 91-1567, 93-774, 97-755, 98-1187, BL2002-1033, BL2004-424, BL2009-436, BL2013-377 and BL2014-699, and as the same may hereafter be further amended.

"Capitol Mall Revenues" shall mean that portion of the annual ad valorem real property taxes levied upon those projects identified on Schedule 1 attached hereto and incorporated herein by this reference which, after deduction for (i) the portion thereof corresponding to that portion of property taxes designated by the Metropolitan Government in its property tax levy ordinance for the payment of debt service on the Metropolitan Government's debt and (ii) five percent (5%) thereof to be set aside for administrative expenses, is payable to the Borrower in accordance with T.C.A. Section 13-20-205 and the Capitol Mall Plan, commencing with such taxes levied by the Metropolitan Government for the 2019 calendar year (being payable to the Borrower in the 2020 calendar year) and ending with such taxes levied for the calendar year preceding the year in which the Maturity Date occurs (being payable to the Borrower in the calendar year in which the Maturity Date occurs).

"Closing Date" shall mean the date on which the conditions set forth in Section 7.1 and Section 7.2 have been satisfied and the proceeds of the Loan have been advanced to the Borrower by the Lenders.

"Collateral" shall have the meaning assigned to such term in Section 2.6(a).

"Commitments" shall mean the commitments of all the Lenders, collectively, to make the Loan to the Borrower on the Closing Date, which commitments collectively are in the aggregate amount of \$[_____], and in the case of each Lender, are in the amount set forth below such Lender's signature on this Agreement or the Assignment and Acceptance pursuant to which such Lender became a party hereto.

"Curable Default" shall have the meaning ascribed in Section 8.1.

"Debt Service Coverage Ratio" means as of any April 15th, the ratio obtained by dividing

(a) the Capitol Mall Revenues for the preceding calendar year available to pay principal and interest on the Loan, by

(b) the scheduled payments of principal and interest due with respect to the Loan on the next May 1 in accordance with Section 3.1(a).

"Default" shall mean any of the events specified in Section 8.1, regardless of whether any requirement for the giving of notice (and if applicable, an opportunity to cure), the lapse of time or both has been satisfied.

"Default Rate" shall mean an annual rate equal to the lesser of (i) the rate otherwise payable on the Loan as provided herein, plus 4%, or (ii) the maximum rate of interest from time to time allowed to be charged by applicable law.

"Determination of Taxability" shall mean establishing the existence of an Event of Taxability in one of the following ways:

A. The delivery of written notification to the Borrower by the Administrative Agent declaring that an Event of Taxability has occurred on a specified date by reason of the issuance of a revenue ruling (including a private ruling), proposed deficiency letter ("30-day letter"), or other order or direction by the Internal Revenue Service ("IRS"), Department of the Treasury, or any other governmental agency having jurisdiction therein, the effect of which (in the opinion of the Administrative Agent) is to establish an Event of Taxability, said notification to become effective 30 days after the giving of same; or

B. The delivery of written notice ("Notice") to the Borrower declaring that an Event of Taxability has occurred on a specified date (other than by reason of the events described in the foregoing subparagraph A) and describing the Event of Taxability, said Notice to become effective 30 days after the giving of same unless prior thereto the Borrower, on behalf of the Lenders:

(1) agrees to seek a revenue ruling, private letter ruling or other written determination (hereinafter referred to as the "Revenue Ruling") on behalf of the Lenders from the IRS affirming that the interest on the Notes is excludable from gross income for federal income tax purposes and will remain unaffected by the Event of Taxability described in the Notice; and

(2) procures an opinion from nationally recognized bond counsel wholly satisfactory to the Administrative Agent to the effect that (a) there is a substantial and valid legal basis for the position that the interest on the Notes has been, is and will remain excludable from gross income for

federal income tax purposes, (b) counsel has no reason to believe that the IRS will decline to consider the ruling request for procedural or technical reasons, and (c) counsel has no knowledge or reason to believe that the IRS has indicated a position not to rule favorably on similar questions or would not rule favorably; and

(3) agrees to reimburse and fully indemnify and hold harmless the Administrative Agent and the Lenders from and against any and all liability, damage, loss, cost or expense (including attorneys' fees) which the Lenders and/or the Administrative Agent may incur as the result of seeking the Revenue Ruling, and further agrees to pay on demand all costs and expenses which the Lenders and/or the Administrative Agent may incur in seeking the Revenue Ruling, and to furnish such bond, letter of credit or other form of security as the Administrative Agent may reasonably request from time to time to secure the Borrower's obligations under the bond, including without limitation any potential increases in interest, whether prospective or retroactive, and any potential taxes, penalties or related interest.

Provided the Borrower promptly initiates and continues to diligently pursue the Revenue Ruling, compliance with the foregoing requirements shall suspend the effective date of the Notice. The issuance of a Revenue Ruling clearly concluding that the interest on the Notes is excludable from gross income for federal income tax purposes and will remain unaffected by the Event of Taxability described in the Notice shall cancel such Notice. Otherwise, the issuance of any contrary or inconsistent Revenue Ruling, or failure to obtain any Revenue Ruling within twelve months from the date of the delivery of the Notice, whichever shall first occur, shall constitute a final disposition of the matter (any appeal rights notwithstanding) and a Determination of Taxability shall be deemed to have then occurred.

"Event of Default" shall mean any of the events specified in Section 8.1, provided that any requirement for the giving of notice (and if applicable, an opportunity to cure), the lapse of time or both has been satisfied.

"Event of Taxability" shall mean a change in law or fact, or the interpretation thereof, or the occurrence or recognition of a fact, circumstance or situation which has the effect of causing the interest paid or payable on the Notes to become includable in any way, in whole or part, in the gross income of any Lender or former Lender. The date of the Event of Taxability shall be the earliest date as of which interest on the Notes shall be includable in the gross income of any Lender or former Lender pursuant to a Determination of Taxability.

"Fiscal Year" shall mean the twelve (12) month period ending on September 30 of each year.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time.

"Governmental Authority" shall mean any nation, province, state or other political subdivision thereof and any government or any natural person or entity exercising executive, legislative, regulatory or administrative functions of or pertaining to government.

"Indebtedness" shall mean, all items that in accordance with GAAP would be shown on the balance sheet of the Borrower as a liability and in any event shall include (without duplication) (a) indebtedness of the Borrower for borrowed money or for notes, debentures or other debt securities, (b) notes payable and drafts accepted representing extensions of credit to the Borrower whether or not representing obligations for borrowed money, (c) reimbursement obligations in respect of letters of credit issued for the account of the Borrower (including any such obligations in respect of any drafts drawn thereunder), (d) liabilities of the Borrower for all or any part of the deferred purchase price of property or services, including any such liabilities in the form of deferred compensation payable to the sellers thereof, (e) liabilities secured by any Lien on any property or asset owned or held by the Borrower regardless of whether the indebtedness secured thereby shall have been assumed by or is a primary liability of the Borrower, (f) capitalized lease obligations of the Borrower, and (g) any contingent obligation of the Borrower calculated in accordance with GAAP.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

"Lender" or "Lenders" shall mean those several lenders who are or become parties to this Agreement. As of the Closing Date, the sole Lender hereunder is Regions Capital Advantage, Inc.

"Lending Office" shall mean with respect to any Lender or the Administrative Agent, the office of each such Lender at the address specified on the signature pages hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office as any such Lender from time to time may specify to the Borrower and the Administrative Agent.

"Lien" shall mean, as to any asset, (a) any lien, charge, claim, mortgage, security interest, pledge, hypothecation or other encumbrance of any kind with respect to such asset, (b) any interest of a vendor or lessor under any conditional sale agreement, capitalized lease or other title retention agreement relating to such asset, (c) any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other title exception affecting such asset, or (d) any assignment, deposit, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of

the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

"Loan" shall mean the loan funded on the Closing Date from the Lenders to the Borrower pursuant to the terms hereof in the original principal amount of \$[_____].

"Loan Documents" shall mean this Agreement, the Notes and all other documents, instruments and agreements now or hereafter executed by the Borrower and delivered pursuant hereto or in connection herewith, and related to the Loan, but expressly excluding the documents evidencing or securing any other loan to the Borrower from any Lender and related documents.

"Lockout Period" shall mean the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date.

"Material Adverse Effect" shall mean a material adverse effect on the Capitol Mall Revenues or the ability of the Borrower to perform its obligations under the Loan Documents to which it is a party.

"Maturity Date" shall mean May 1, 2030, or such earlier date to which the maturity of the Loan may be accelerated pursuant to the terms of this Agreement.

"Metropolitan Government" shall mean The Metropolitan Government of Nashville and Davidson County.

"Notes" shall mean those certain promissory notes of even date herewith in substantially in the form of Exhibit B attached hereto, executed by the Borrower in favor of the Lenders, evidencing the indebtedness of the Borrower to the Lenders in connection with the Loan. As of the Closing Date, the sole Lender hereunder is Regions Capital Advantage, Inc., so initially there will be a single Note payable to Regions Capital Advantage, Inc.

"Obligations" shall mean all obligations and other liabilities of the Borrower of any kind and description owing to the Administrative Agent or the Lenders pursuant to the provisions of this Agreement, the Notes and the other Loan Documents, whether now existing or hereafter arising and any modifications, extensions and renewals thereof.

"Percentage" shall mean, as to each Lender, the percentage set forth with such Lender's signature on this Agreement or the Assignment and Acceptance pursuant to which such Lender became a party hereto.

"Person" shall mean an individual, corporation, partnership, limited partnership, limited liability company, limited liability limited partnership, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, Governmental Authority or other form of entity not specifically listed herein.

"Refinanced Loans" shall mean the outstanding tax increment financing loan that refinanced the project consisting of the construction of the Omni Nashville Hotel and the expansion of The Country Music Hall of Fame® and Museum located at 250 and 222 Fifth Avenue South, respectively, and the outstanding tax increment financing loans that financed the parking garage project located at 147 Fifth Avenue North, the art museum project located at 222 Third Avenue North, the mixed use project known as "505 CST" located at Church Street and Fifth Avenue North, the mixed use project known as "Joseph Hotel" located at 401 Korean Veterans Boulevard, the mixed use project known as "Kress Lofts" located at 235 and 237 Fifth Avenue North and the garage project located at Church Street and Sixth Avenue North.

"Requirement of Law" shall mean, as to any Person (a) the partnership agreement, charter, certificate of incorporation, articles of incorporation, bylaws, operating agreement or other organizational or governing documents of such Person, (b) any federal, state or local law, treaty, ordinance, rule or regulation, including, the Capitol Mall Plan, and (c) any order, decree or determination of a court, arbitrator or other Governmental Authority; in each case applicable to or binding upon such Person or any of its property or to which such person or any of its property is subject.

"Requisite Lenders" shall mean, as of any date of determination, Lenders who, in the aggregate, are the true and lawful holders and owners of at least sixty-seven percent (67%) of the unpaid principal amount of the Loan then outstanding.

"Responsible Officer" shall mean, either (a) the Chair, the Executive Director or the Deputy Executive Director of the Borrower or (b) with respect to financial matters, the Chair, the Executive Director, the Deputy Executive Director or the Chief Financial Officer of the Borrower or (c) any other officer of the Borrower designated in writing by the Chair or the Executive Director to the Lenders.

"Scheduled Payment" shall have the meaning assigned to such term in Section 12.2(c).

"Tax Certificate" shall have the meaning provided in Section 5.4.

Section 1.2 Accounting and Commercial Terms. As used in this Agreement, all accounting terms used but not otherwise defined herein shall have the respective meanings assigned to them by GAAP.

Section 1.3 General Construction. As used in this Agreement, the masculine, feminine and neuter genders and the plural and singular numbers shall be deemed to include the others in all cases in which they would so apply. "Includes" and "including" are not limiting, and shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same. The word "or" is not intended and shall not be construed to be exclusive.

Section 1.4 Defined Terms; Headings. The use of defined terms in the Loan Documents is for convenience of reference and shall not be deemed to be limiting or to have any other substantive effect with respect to the persons or things to which reference is made through the use of such defined terms. Article and section headings and captions in this Agreement and the other Loan Documents are included in such Loan Documents for convenience of reference and shall not constitute a part of the applicable Loan Documents for any other purpose.

Section 1.5 References to this Agreement and Parts Thereof. As used in this Agreement, unless otherwise specified the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement including all schedules and exhibits hereto, as a whole, and not to any particular provision of this Agreement, and the words "Article," "Section," "Schedule" and "Exhibit" refer to articles, sections, schedules and exhibits of or to this Agreement.

Section 1.6 Documentary References. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions or replacements thereof as the context may require.

Section 1.7 Legal References. Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

ARTICLE 2. AMOUNT, TERMS AND SECURITY

Section 2.1 Commitment to Make the Loan. Subject to all of the terms and conditions of this Agreement and in reliance upon the representations and warranties of the Borrower herein set forth, each Lender hereby severally agrees to make its Percentage of the Loan to the Borrower on the Closing Date for the purposes identified in Section 2.5.

Section 2.2 Lenders' Obligations Several. The obligations of each Lender to make its Percentage of the Loan under Section 2.1 shall be several and not joint, and each Lender shall simultaneously fund its Percentage of the Loan on the Closing Date. It is understood and agreed that the failure of any Lender to make its Percentage of the Loan on the Closing Date shall not relieve any other Lender of its obligation to make its Percentage of the Loan on the Closing Date. Neither the Administrative Agent nor any Lender shall be responsible for the failure of any other Lender to make its Percentage of the Loan as provided herein.

Section 2.3 Disbursement of Funds. The Administrative Agent shall notify each Lender of the proposed Closing Date in writing, or by telephone promptly confirmed in writing. Subject to the satisfaction of all conditions set forth herein, each Lender shall make available to the Borrower on the Closing Date its Percentage of the Loan.

Section 2.4 Notes. The Loan shall be evidenced by the Notes. Each Lender's Note shall be payable to the order of such Lender and shall be in an original principal amount equal to

the amount set forth below such Lender's signature on this Agreement. The Loan shall be due and payable in accordance with the terms of the Notes and Section 3.1 hereof.

Section 2.5 Use of Proceeds. The proceeds of the Loan shall be used (a) to repay the Refinanced Loans, including principal and accrued but unpaid interest, and (b) to pay the fees and other transaction costs payable hereunder, to the extent such fees and costs are not paid from other funds of the Authority. The Borrower shall deliver to the Administrative Agent and each Lender from time to time promptly following the Administrative Agent's reasonable request, a written report, certified as correct by the Borrower's Executive Director, verifying the purposes and amounts for which proceeds from the Loan have been disbursed. The Borrower shall supply to the Administrative Agent and each Lender such additional information and documents as the Administrative Agent reasonably requests with respect to the Borrower's use of proceeds and shall permit the Administrative Agent to have access, at reasonable times and in a reasonable manner, to any and all Borrower records and information and personnel as the Administrative Agent reasonably deems necessary to verify how such proceeds have been or are being used, and to assure that the proceeds have been used for the purposes specified in this Section 2.5.

Section 2.6 Security.

(a) First Lien on Capitol Mall Revenues. All of the Borrower's right, title and interest in and to the Capitol Mall Revenues (the "Collateral") are hereby pledged, and the Borrower hereby grants a first lien security interest therein, to the Administrative Agent for the benefit of the Lenders, to secure the payment of the Obligations in accordance with this Agreement, the Notes and the other Loan Documents. The Borrower shall requisition from the Metropolitan Government each calendar year, not later than April 15, such amount of the Capitol Mall Revenues relating to the preceding calendar year as shall be necessary to pay in full all principal and interest becoming due and payable on the Loan on May 1 following such April 15, and the Borrower shall use such funds to make such payment promptly upon receipt from the Metropolitan Government. All remaining Capitol Mall Revenues relating to such preceding calendar year, whether retained by the Metropolitan Government or transferred to the Borrower, shall not be subject to the pledge and security interest granted herein by the Borrower and may be spent, transferred or pledged to secure other debt, free and clear of the pledge and security interest created hereunder.

(b) Pledge. The Collateral hereby pledged shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act and such lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise, irrespective of whether such parties have notice hereof. Pursuant to Tenn. Code Ann. §9-22-101 *et seq.*, as amended, the pledge and grant of a security interest pursuant to the preceding paragraph shall be automatically perfected and shall remain perfected continuously until the Obligations have been paid in full in accordance with the terms set forth therein, all without physical delivery or transfer of control of the Capitol Mall Revenues, filing of a document or any other act. If Tennessee law is amended at any time while the Obligations remain outstanding and unpaid such that the pledge and security interest created hereby is to be subject to the filing requirements of Tennessee law, then in order to preserve to the Administrative Agent, for the benefit of the Lenders, the perfection of such pledge and security interest, the Borrower shall

take such measures as the Administrative Agent determines are reasonable and necessary under Tennessee law to comply with the applicable provisions of Tennessee law, and enable a filing to perfect the pledge and security interest created herein.

Section 2.7 Limited Recourse. Notwithstanding anything to the contrary contained herein, (a) the Obligations shall never constitute an indebtedness or general obligation of the State of Tennessee, the Metropolitan Government or any other political subdivision of the State of Tennessee, within the meaning of any Constitutional provision or statutory limitation whatsoever, nor a pledge of the faith and credit or taxing power of any of the foregoing, nor shall any of the foregoing be subject to any pecuniary liability thereon, (b) the Obligations shall not be general obligations of the Borrower, but shall be limited or special obligations of the Borrower payable solely from the Collateral, and (c) all recourse of the Administrative Agent and the Lenders to the Borrower shall be limited to the Collateral. Without limiting the foregoing, in no event shall the Administrative Agent or any Lender seek a deficiency judgment against the Borrower. Neither the Administrative Agent nor any Lender shall ever have the right to compel the exercise of the taxing power of the State of Tennessee, the Metropolitan Government, or any other political subdivision of the State of Tennessee to pay the Obligations, or to enforce payment thereof against any property of the foregoing or of the Borrower, except for the Collateral, nor shall this Agreement, the Notes or the other Loan Documents constitute a charge, lien or encumbrance, legal or equitable, upon any property of the foregoing or of the Borrower, except with respect to the Collateral. Neither the members of the governing body of the Borrower nor any person executing this Agreement, the Notes or the other Loan Documents shall be liable personally on the Obligations by reason of the execution hereof.

ARTICLE 3. PAYMENTS, DEBT SERVICE AND COMPUTATIONS

Section 3.1 General Provisions Relating to Repayment of the Loan. The Loan shall be repaid as provided in this Section 3.1.

(a) Interest and Principal Repayment.

(i) The Loan will bear interest at a per annum rate equal to 1.92%; provided, however, that (x) upon a Determination of Taxability, the interest rate shall be the rate per annum that will provide the Lenders with the same after tax yield that they would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lenders as a result of such Determination of Taxability; and (y) in no event shall the rate of interest exceed the maximum rate of interest from time to time allowed to be charged by applicable law. Interest shall be computed on the basis of a 360-day year, actual number of days elapsed.

(ii) Interest only on the outstanding principal balance of the Loan shall be payable, in arrears, on May 1, 2020, and, on each May 1 thereafter through and including the Maturity Date, principal and interest shall be due and payable in equal annual installments in the amount of \$[] each.

(b) Optional Prepayments. The Borrower shall make no prepayments of the Loan during the Lockout Period. From and after the first day following the expiration of the Lockout Period, the Borrower may prepay the Loan at any time, in whole or in part, without any penalty or premium. Any partial prepayments of principal shall be applied in the inverse order of maturities.

(c) Final Maturity of the Loan. In all events, the entire aggregate principal balance of, all accrued and unpaid interest on, and all fees and other sums due and payable in respect of the Loan shall be due and payable in full on the Maturity Date if not sooner paid. Notwithstanding anything to the contrary herein or in the Notes, if the Obligations have not been repaid in full by the Maturity Date, there shall be an Event of Default under Section 8.1(a) hereof and, the Borrower's repayment obligations with respect to the Obligations and the pledge and security interest described in Section 2.6 hereof shall remain in full force and effect until the earlier of the repayment of the Obligations in full or any remaining Collateral has been applied towards payment of such unpaid Obligations.

Section 3.2 Payments and Computations.

(a) Time and Manner of Payments. Except as otherwise expressly set forth herein, all payments of principal, interest and fees hereunder and under the Notes shall be in lawful currency of the United States of America, in immediately available (same day) funds, and delivered to each Lender at its Lending Office for its account not later than 1:00 p.m. (Nashville, Tennessee time) on the date due. Funds received by any Lender after the time specified in the first sentence of this paragraph shall be deemed to have been paid by the Borrower on the next succeeding Business Day.

(b) Payments on Non-Business Days. Whenever any payment to be made hereunder or under the Notes shall be stated to be due on a day that is not a Business Day, the payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or under the Notes or of the fees payable hereunder, as the case may be.

(c) Application of Proceeds. After the occurrence and during the continuance of an Event of Default, unless otherwise set forth in this Agreement or the other Loan Documents, all payments received by the Administrative Agent from the enforcement of remedies under the Loan Documents or otherwise with respect to the Obligations shall be applied to the Obligations in the following order:

(i) first, to the payment of any fees, expenses, or reimbursements then due from the Borrower to the Administrative Agent;

(ii) second, to the payment of any fees, expenses, or reimbursements then due from the Borrower to the Lenders, or any of them;

- (iii) third, to the ratable payment of interest due from the Borrower to the Lenders with respect to the Loan;
- (iv) fourth, to the ratable payment of principal of the Loan in inverse order of maturity;
- (v) fifth, to pay all other Obligations; and
- (vi) sixth, the remainder, if any, to the Borrower or to any other person lawfully thereunto entitled.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement, to make the Loan, and to provide the other financial accommodations provided for herein, the Borrower hereby makes the following representations and warranties to the Administrative Agent and the Lenders:

Section 4.1 Corporate Status. The Borrower is duly incorporated or organized, validly existing and in good standing under the laws of the state of Tennessee. The Borrower has the power to carry on its business as now conducted and to enter into and to perform its obligations under the Loan Documents to which it is a party.

Section 4.2 Authorization. The Borrower has full legal right, power and authority to conduct its business and affairs as now conducted and as hereafter intended to be conducted. The Borrower has full legal right, power and authority to enter into and perform its obligations under the Loan Documents to which it is a party, without the consent or approval of any other person, firm, Governmental Authority or other legal entity, except to the extent such consents or approvals have been obtained. The execution and delivery of this Agreement and each other Loan Document to which the Borrower is a party and the performance by the Borrower of its obligations hereunder and thereunder are within the powers of the Borrower and have been duly authorized by all necessary actions properly taken, have received all necessary governmental approvals, if any were required, and do not and will not conflict with or result in a breach of any provision of law, any applicable judgment, ordinance, regulation or order of any court or Governmental Authority, the organizational documents of the Borrower, the Capitol Mall Plan or any agreement binding upon the Borrower or its properties. The officer(s) executing the Loan Documents are duly authorized to act on behalf of the Borrower.

Section 4.3 Validity and Binding Effect. The Loan Documents are the legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms, subject to limitations imposed by bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally or the application of general equitable principles.

Section 4.4 No Conflicts. The execution and delivery of the Loan Documents, the consummation of the transactions contemplated by the Loan Documents and the performance of

the obligations of the Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any mortgage, security deed or agreement, deed of trust, lease, bank loan or credit agreement, corporate charter or bylaws, agreement or certificate of limited partnership, partnership agreement, license, franchise or any other instrument or agreement to which the Borrower is a party or by which the Borrower or its respective properties may be bound or affected, including, without limitation the Capitol Mall Plan.

Section 4.5 Financial Statements. The financial statements of the Borrower dated [September 30, 2019], are true, correct and complete in all material respects, have been prepared in accordance with GAAP consistently applied, and fairly present the financial condition of the Borrower as of the date thereof.

Section 4.6 Title to Collateral. The Borrower is or will be the owner of or has or will have other rights in the Collateral, free from any Lien, security interest or other encumbrance, except for the security interest created by this Agreement.

Section 4.7 Litigation. There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower threatened, against or affecting the Borrower, the Capitol Mall Plan, the Collateral or the Borrower's ability to collect the Capitol Mall Revenues, or involving the validity or enforceability of any of the Loan Documents, at law or in equity, before any court or Governmental Authority. To the Borrower's knowledge, the Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or Governmental Authority.

Section 4.8 Compliance with Laws. The Borrower (a) has not been, is not and will not be in violation of the Capitol Mall Plan and (b) has not received any notice from any Governmental Authority, and to its knowledge no such notice is pending or threatened, alleging that the Borrower has violated, or has not complied with, any Requirement of Law, condition or standard applicable with respect to any of the foregoing, except to the extent that any violation or noncompliance as described in this Section 4.8 cannot reasonably be expected to have a Material Adverse Effect.

Section 4.9 Governmental Authorizations; Permits, Licenses and Accreditation; Other Rights. To the Borrower's knowledge, the Borrower has all licenses, permits, approvals, registrations, contracts, consents, franchises, qualifications, accreditations and other authorizations necessary for the lawful conduct of its businesses or operations wherever now conducted and as planned to be conducted, pursuant to all applicable statutes, laws, ordinances, rules and regulations of all Governmental Authorities having, asserting or claiming jurisdiction over the Borrower or over any part of its respective operations. The continuation, validity and effectiveness of all such licenses, permits, approvals, registrations, contracts, consents, franchises, qualifications, accreditations and other authorizations will not be adversely affected by the transactions contemplated by this Agreement. The Borrower knows of no reason why it will not be able to maintain after the date hereof all licenses, permits, approvals, registrations, contracts, consents, franchises, qualifications, accreditations and other authorizations necessary or appropriate to conduct its businesses as now conducted and presently planned to be conducted. The Borrower has not received any notice, directly or indirectly from the Internal Revenue Service, the Department of Treasury, or any other court, tribunal or governmental

agency contesting or questioning in any way the exclusion from federal income taxation of the interest due on any tax-exempt debt of the Borrower.

Section 4.10 Statements Not False or Misleading. No representation or warranty given as of the date hereof by the Borrower contained in this Agreement or any schedule attached hereto or any statement in any document, certificate or other instrument furnished or to be furnished to the Administrative Agent or any Lender pursuant hereto, taken as a whole, contains or will (as of the time so furnished) contain any untrue statement of a material fact, or omits or will (as of the time so furnished) omit to state any material fact which is necessary in order to make the statements contained therein not misleading.

Section 4.11 OFAC. The Borrower is not (i) a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Party and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) a person who engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Section 4.12 Patriot Act. The Borrower is in compliance, in all material respects, with the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "Patriot Act"). No part of the proceeds of the Loan will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 4.13 Redevelopment Plan. The Capitol Mall Plan is in full force and effect and has not been repealed, revoked, rescinded, changed, modified or amended as of the date hereof in any manner by the Borrower or by the Metropolitan Government, except as set forth in the definition of "Capitol Mall Plan" set forth in Section 1.1 above. All of the properties described in Schedule 1 hereto (other than the Edgehill Properties) are located within the boundaries of the Capitol Mall Plan, and the Borrower acquired legal title to each of such properties after the date on which the Capitol Mall Plan became effective as to each of such properties. The total principal amount of indebtedness of the Borrower issued or incurred by the Borrower pursuant to the Capitol Mall Plan prior to the date hereof, including all indebtedness which has been repaid in whole or in part (except in connection with the refinancing of the principal amount thereof) (all such debt incurred by the Borrower from time to time pursuant to the Capitol Mall Plan is referred to herein as the "Capitol Mall TIF Debt"), plus the principal amount of the indebtedness evidenced by the Loan not used to repay the Refinanced Loans, does not exceed \$230,000,000. Since the Borrower first incurred Capitol Mall TIF Debt, there has been no point in time that either (i) the balance of all of the Capitol Mall TIF Debt was paid in full, or (ii) the balance of tax increment revenues remaining in special funds established by the Borrower to pay the Capitol Mall TIF Debt was sufficient to pay the balance of all Capitol Mall TIF Debt in full. Under the

Capitol Mall Plan, the Borrower is entitled to receive the Capitol Mall Revenues until the Capitol Mall Expiration Date, having complied with all applicable laws and regulations relating thereto, and the Borrower has full power and authority to segregate such Capitol Mall Revenues and pledge them to the Lenders for repayment of the Loan.

ARTICLE 5. COVENANTS AND AGREEMENTS

The Borrower covenants and agrees that during the term of this Agreement:

Section 5.1 Payment and Performance of Obligations. The Borrower shall pay the indebtedness evidenced by the Notes according to the terms thereof, and shall timely pay or perform, as the case may be, all of the Obligations of the Borrower to the Lenders. The Borrower will not take any action which would adversely affect the availability of the Capitol Mall Revenues for the payment of the Loan.

Section 5.2 Financial Statements and Reports. The Borrower shall furnish to the Administrative Agent and each Lender:

(a) as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year of the Borrower, commencing with the Borrower's Fiscal Year ending [September 30, 2020], a statement of net assets of the Borrower as of the end of such Fiscal Year and the related statements of revenues, expenses, changes in net assets and cash flows of the Borrower for such Fiscal Year, audited and reported upon, without qualification, by an independent accounting firm reasonably acceptable to the Administrative Agent;

(b) as soon as available and in any event by April 15th of each year, a certificate of a Responsible Officer of the Borrower, in form satisfactory to the Administrative Agent, setting forth (i) a listing of the following then-current information for each of the properties from which Capitol Mall Revenues are derived: parcel number, street address, assessment category, assessed value, market value (as last determined by the Metropolitan Tax Assessor), total taxes paid, tax increment amount and property payment history (during prior twelve month period) and (ii) computations demonstrating the Debt Service Coverage Ratio is at least 1.20 to 1.00; and

(c) promptly upon receipt thereof, any materially adverse information regarding the Collateral, including assessed values of the related properties, assessment category and tax increment collection history.

Section 5.3 Maintenance of Books and Records; Inspection. The Borrower shall maintain its books, accounts and records in accordance with GAAP consistently applied, and permit the Administrative Agent and the Lenders, their officers and employees and any professionals designated by the Administrative Agent or any Lender, at the Administrative Agent's or the requesting Lender's expense, to visit and inspect any of the properties from which Collateral is derived (subject to the rights of the owner or occupant of such properties to deny access in the sole discretion of such owner or occupant), corporate books and financial records of

the Borrower, and to discuss its accounts, affairs and finances with the Borrower, the principal officers of the Borrower and their independent certified public accountants (so long as a representative of the Borrower has been afforded an opportunity to participate in such discussions) during reasonable business hours, all at such times as the Administrative Agent or any Lender may reasonably request, provided that no such inspection shall materially interfere with the conduct of the Borrower's business.

Section 5.4 Tax-Exempt Status of Loan. The Borrower will comply with each applicable requirement of the Internal Revenue Code, necessary to maintain the exclusion of interest on the Loan from gross income for Federal income tax purposes. The Company shall comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel to the Borrower and executed and delivered by the Borrower on the Closing Date, as such Tax Certificate may be amended from time to time.

Section 5.5 Corporate Existence. The Borrower shall maintain its corporate or other existence and good standing in the state of Tennessee.

Section 5.6 Compliance with Law and Other Agreements. Except where the failure to do so would not have a Material Adverse Effect, the Borrower shall maintain its business operations and property owned or used in connection therewith in compliance with (a) all applicable Requirements of Law, (b) all applicable laws, regulations, rules, guidelines, ordinances, decrees and orders, and (c) all agreements, licenses, franchises, indentures, deeds of trust, mortgages and other agreements to which the Borrower is a party or by which the Borrower or any of its respective properties is bound.

Section 5.7 Notices. The Borrower shall give written notice to the Administrative Agent and each Lender of:

- (a) the occurrence of any Default or Event of Default under this Agreement or the other Loan Documents; and
- (b) any other development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 5.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto.

Section 5.8 Conduct of Business. The Borrower shall continue to engage in a business of the same general type and manner as conducted by it on the date of this Agreement.

Section 5.9 Indebtedness. The Borrower shall not create, incur, assume or suffer to exist any Indebtedness secured by or to be paid with the Capitol Mall Revenues, except Indebtedness of the Borrower under or pursuant to this Agreement, the Notes and the other Loan Documents.

Section 5.10 Liens. The Borrower shall not create, incur, assume or suffer to exist, any Lien upon the Collateral, whether now owned or hereafter acquired, of the Borrower, except Liens securing the Obligations of the Borrower pursuant to this Agreement, the Notes and the other Loan Documents.

Section 5.11 Use of Loan Proceeds. The proceeds of the Loan shall be used for the purposes set forth in Section 2.5, and in no event for the purpose of purchasing or carrying any margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System of the United States), or to extend credit to others for the purpose of purchasing or carrying any such margin stock.

Section 5.12 No Impairment of Rights. The Borrower shall not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Administrative Agent or any Lender under the Loan Documents.

Section 5.13 Secure Agreement of the Metropolitan Government. The Borrower shall use good faith efforts, in coordination with appropriate officers of the Metropolitan Government, to secure the Metropolitan Government's agreement to continue its current practices with respect to the portion of Capitol Mall Revenues attributable to debt service levies.

Section 5.14 Further Assurances. At the request of the Administrative Agent, the Borrower shall execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or that the Administrative Agent may otherwise reasonably request, to effect the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created herein or the validity or intended priority of any such Liens, all at the expense of the Borrower.

ARTICLE 6. FINANCIAL COVENANTS

The Borrower covenants and agrees that during the term of this Agreement, the Borrower shall:

Section 6.1 Debt Service Coverage Ratio. As of each April 15th, maintain a Debt Service Coverage Ratio of at least 1.20 to 1.0.

ARTICLE 7. CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to the Loan. The obligation of the Lenders to make the Loan is subject to the Administrative Agent's receipt, for the ratable benefit of each Lender, of each of the following, all of which shall be in form and substance satisfactory to the Administrative Agent:

(a) Agreement. A counterpart original of this Agreement, duly and validly executed and delivered by or on behalf of the parties hereto;

(b) Notes. The Notes, duly and validly executed and delivered on behalf of the Borrower;

(c) Tax Certificate. The Tax Certificate, duly and validly executed and delivered on behalf of the Borrower;

(d) Organizational Documents. Copies of the charter, articles of incorporation, certificate of incorporation or other organizational documents of the Borrower, certified by the Secretary of State or other appropriate public official in the State of Tennessee, all in form and substance satisfactory to the Administrative Agent;

(e) Bylaws. Copies of the bylaws and all amendments thereto, of the Borrower, together with a certificate of the Secretary or Assistant Secretary of the Borrower, dated the date hereof, stating that such copy is complete and correct;

(f) Existence. A Certificate of Existence issued by the Secretary of State for the State of Tennessee, dated within thirty (30) days prior to the date hereof;

(g) Incumbency. A certificate of the Secretary or an Assistant Secretary of the Borrower, dated the date hereof, as to the incumbency and signature of all officers of the Borrower authorized to execute or attest to this Agreement, the Notes and the other Loan Documents, together with evidence of the incumbency of each such Secretary or Assistant Secretary;

(h) Borrower Authorizing Actions. Copies of the resolutions of the governing body of the Borrower authorizing, approving and ratifying this Agreement, the Notes and the other Loan Documents and the transactions contemplated herein and therein, duly adopted by the governing body of the Borrower, together with a certificate of the Secretary or an Assistant Secretary of the Borrower, dated the date hereof, stating that each such copy is a true and correct copy of resolutions duly adopted at a meeting, or by action taken on written consent, of the governing body of the Borrower and that such resolutions have not been modified, amended, rescinded or revoked in any respect and are in full force and effect as of the date hereof;

(i) Capitol Mall Plan Authorizing Actions. Copies of the ordinances of the Metropolitan Council of the Metropolitan Government approving the Capitol Mall Plan, duly adopted by the Metropolitan Council, together with a certificate of the Metropolitan Clerk, dated the date hereof, stating that each such copy is a true and correct copy of ordinances duly adopted at a meeting, or by action taken on written consent, of the Metropolitan Council and that such resolutions have not been modified, amended, rescinded or revoked in any respect and are in full force and effect as of the date hereof;

(j) Legal Opinions of Borrower's Counsel. The favorable legal opinion of legal counsel and Bond Counsel to the Borrower, dated the date hereof, and addressed to the Administrative Agent and the Lenders, such opinion of Bond Counsel addressing among other things, the federally tax-exempt status of the Loan;

(k) Legal Opinions of Metropolitan Government's Counsel. The favorable legal opinion of legal counsel to the Metropolitan Government, dated the date hereof, and addressed to the Administrative Agent and the Lenders addressing among other things, the approval of the Capitol Mall Plan;

(l) Consents. Evidence that the Borrower has obtained all requisite consents and approvals required to be obtained from any Person to permit the transactions contemplated by this Agreement, the Notes and the other Loan Documents to be consummated in accordance with their respective terms and conditions; and

(m) Other Matters. All other documents, instruments, agreements, opinions, certificates, consents and evidences of other legal matters, in form and substance satisfactory to the Administrative Agent and its counsel, as the Administrative Agent reasonably may request.

Section 7.2 Additional Conditions to the Lenders' Obligation to Make the Loan. The obligation of the Lenders to make the Loan is subject to the satisfaction of each of the additional conditions precedent set forth in this Section 7.2 as of the Closing Date:

(a) Performance of Borrower Obligations. The Borrower shall have performed and complied in all material respects with all of the covenants, agreements, obligations and conditions required by this Agreement;

(b) No Default. No Default shall have occurred and be continuing;

(c) Compliance with Laws. The Borrower shall not be in violation of, and shall not have received notice of any violation of, any applicable Requirement of Law if such violation or non-compliance could reasonably be expected to have a Material Adverse Effect, and, if requested by the Administrative Agent, the Borrower shall have furnished to the Administrative Agent copies of all required approvals of any Governmental Authority;

(d) No Material Misrepresentation. The representations and warranties of the Borrower set forth in this Agreement, the Notes and the other Loan Documents and in any certificate, opinion or other statement provided at any time by or on behalf of the Borrower in connection herewith shall be true and correct in all material respects on and as of the date of the making of the Loan as if made on and as of such date, except to the extent that a representation or warranty is made as of a specific date, in which event such representation or warranty shall remain true and correct as of such earlier date, and except to the extent that a representation or warranty is no longer correct by virtue of changes permitted by the terms of this Agreement; and

(e) Legal Proceedings. No action, suit, proceeding or investigation shall be pending before or threatened by any court or Governmental Authority with respect to the transactions contemplated hereby or that may have a Material Adverse Effect (as determined by the Administrative Agent and the Lenders).

ARTICLE 8. DEFAULT AND REMEDIES

Section 8.1 Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

(a) The Borrower shall fail to pay the principal of or interest on the indebtedness evidenced by the Notes in accordance with the terms of the Notes;

(b) Any misrepresentation by the Borrower as to any matter hereunder or under any of the other Loan Documents, or delivery by the Borrower of any schedule, statement, resolution, report, certificate, notice or writing to the Administrative Agent or any Lender that is untrue in any respect on the date as of which the facts set forth therein are stated or certified, to the extent such misrepresentation or delivery could reasonably be expected to have a Material Adverse Effect;

(c) The Borrower shall fail to perform or observe any of its other obligations, covenants or agreements set forth in this Agreement (other than those described in Sections 8.1(a) and (b), to the extent one of those sections is applicable) or the other Loan Documents;

(d) The Borrower (1) shall generally not pay or shall be unable to pay its debts as such debts become due; or (2) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of the Collateral; or (3) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (4) shall have had any such petition or application filed or any such proceeding commenced against it and such petition or application goes unstayed and in effect for a period of sixty (60) consecutive days; or (5) shall indicate, by any act or intentional and purposeful omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it or a substantial part of the Collateral; or (6) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more;

(e) The Borrower shall be liquidated or dissolved; or

(f) The Borrower shall fail to pay, perform or observe any term, covenant or condition on its part to be performed or observed under the Capitol Mall Plan, when

required to be performed or observed, to the extent such failure or performance could reasonably be expected to have a Material Adverse Effect.

With respect to any Event of Default described above that is capable of being cured and that does not already provide its own cure procedure (a "Curable Default"), the occurrence of such Curable Default shall not constitute an Event of Default hereunder if such Curable Default is fully cured or corrected within thirty (30) days of notice thereof to the Borrower given in accordance with the provisions hereof; provided, however, (i) this provision shall in no event apply to a Default under Section 8.1(a), Section 8.1(d), Section 8.1(e), Section 5.9, Section 5.10 or Section 6.1, and (ii) the period to cure any Curable Default shall be extended beyond the thirty (30) day cure period so long as the Borrower is proceeding in good faith with reasonable diligence to cure such Curable Default and so long as such extension could not reasonably be expected to have a Material Adverse Effect.

Section 8.2 Acceleration of Maturity; Remedies. Upon the occurrence of any Event of Default described in Section 8.1(d), the indebtedness evidenced by the Notes as well as any and all other Obligations shall be immediately due and payable in full without notice of any kind, and upon the occurrence and during the continuance of any other Event of Default described above, the Administrative Agent may at its option, upon prior written notice to the Borrower, accelerate the maturity of the indebtedness evidenced by the Notes as well as any and all other Obligations. Subject to Section 14.6, upon the occurrence and during the continuation of any Event of Default described in Section 8.1, the interest rate on the Loan shall immediately be increased (without regard to any acceleration of maturity due to the occurrence of an Event of Default) to the Default Rate. Upon the occurrence of any such Event of Default and the acceleration of the maturity of the indebtedness evidenced by the Notes:

- (a) the Administrative Agent shall be immediately entitled to exercise, for the ratable benefit of the Lenders, any and all rights and remedies possessed by the Lenders pursuant to the terms of the Notes and all of the other Loan Documents; and
- (b) the Administrative Agent shall have any and all other rights and remedies that the Lenders may now or hereafter possess at law, in equity or by statute.

ARTICLE 9. THE ADMINISTRATIVE AGENT

Section 9.1 Appointment. Each Lender hereby (a) irrevocably appoints Regions Capital Advantage, Inc. as the Administrative Agent for such Lender and the other Lenders under this Agreement, the Notes and the other Loan Documents, and (b) irrevocably authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement, the Notes and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement, the Notes and the other Loan Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent shall, among other things, take such actions as the Administrative Agent is authorized to take pursuant to this Agreement, the Notes and the other Loan Documents. As to any matters not expressly provided for in this Agreement,

the Administrative Agent may, but shall not be required to, exercise any discretion or take any action; however, the Administrative Agent shall be required to act or to refrain from acting upon the unanimous written instructions of all the Lenders if the Administrative Agent shall be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of so acting or refraining from acting. Notwithstanding anything to the contrary herein, the Administrative Agent shall have no duties, responsibilities or fiduciary relationships with any Lender except those expressly set forth in this Agreement, the Notes and the other Loan Documents, and no implied covenants, responsibilities, duties, obligations or liabilities shall be read into this Agreement, the Notes or the other Loan Documents or otherwise exist against the Administrative Agent.

Section 9.2 Delegation of Duties. The Administrative Agent may exercise any of its powers or execute any of its duties under this Agreement, the Notes and the other Loan Documents by or through one or more agents or attorneys-in-fact and shall be entitled to obtain, and to rely on, advice of counsel concerning all matters pertaining to such rights and duties. The Administrative Agent may utilize the services of such agents and attorneys-in-fact as the Administrative Agent in its sole discretion reasonably determines, and all reasonable fees and expenses of such agents and attorneys-in-fact shall be paid by the Borrower on demand. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by the Administrative Agent in good faith.

Section 9.3 Limitation of Liability. Neither the Administrative Agent nor its respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (a) liable for any waiver, consent or approval given or any action taken or omitted to be taken by it or by such Person under or in connection with this Agreement, the Notes or the other Loan Documents, if authorized or permitted hereunder, except for its or such Person's own gross negligence or willful misconduct, or (b) responsible for the consequences of any oversight or error in judgment by it or such Person whatsoever, except for its or such Person's own gross negligence or willful misconduct. The Administrative Agent shall not be responsible for (i) the execution, validity, genuineness, effectiveness, sufficiency, enforceability, perfection or priority of this Agreement, the Notes or the other Loan Documents, (ii) the collectability of any amounts owing under this Agreement, the Notes or the other Loan Documents, (iii) the value, sufficiency, enforceability, perfection or collectability of any Collateral, (iv) the failure by the Borrower to perform its obligations under this Agreement, the Notes or the other Loan Documents or to observe any conditions hereof or thereof, (v) the truth, accuracy and completeness of the recitals, statements, representations or warranties made by the Borrower or any officer or agent thereof contained in this Agreement, the Notes or the other Loan Documents, or in any certificate, report, statement, document or other writing referred to or provided for in, or received by the Administrative Agent in connection with, this Agreement, the Notes or the other Loan Documents believed by the Administrative Agent to be genuine and correct and to have been signed, sent or made by the proper Person or Persons.

Section 9.4 Reliance by the Administrative Agent. The Administrative Agent shall not have any obligation (a) to ascertain or to inquire as to the observance or performance of any of the conditions, covenants or agreements in this Agreement, the Notes or the other Loan Documents or in any document, instrument or agreement at any time constituting, or intended to

constitute, Collateral, (b) to ascertain or inquire as to whether any notice, consent, waiver or request delivered to it shall have been duly authorized or is genuine, accurate and complete or (c) to inspect the properties, books or records of the Borrower. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying (i) upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, facsimile, telex or teletype message, statement, order or other document, instrument or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and (ii) upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of the assignment, negotiation or transfer thereof, in accordance with the provisions of this Agreement, shall have been delivered to the Administrative Agent identifying the name of the subsequent payee or holder thereof. The Administrative Agent shall be entitled to fail or refuse, and shall be fully protected in failing or refusing, to take any action required or permitted by it under this Agreement, the Notes or the other Loan Documents unless (A) it first shall receive such advice or concurrence of Requisite Lenders as it deems appropriate, or (B) it first shall be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. In all cases the Administrative Agent shall be fully protected in acting, or in refraining from acting, under this Agreement, the Notes or the other Loan Documents in accordance with a request of Requisite Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

Section 9.5 Notice of Default; Action by Administrative Agent. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a "Notice of Default". If the Administrative Agent receives such a notice, the Administrative Agent shall give telephonic and written notice thereof to the Lenders as soon as is practicable. The Administrative Agent shall take such action with respect to an Event of Default as shall be reasonably directed by Requisite Lenders; provided, however, that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it deems advisable in the best interests of the Lenders.

Section 9.6 Non-Reliance on the Administrative Agent by the Other Lenders. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to such Lender. The Administrative Agent shall have no obligation, responsibility or liability to any of the Lenders regarding the creditworthiness or financial condition of the Borrower or for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of this Agreement or any other Loan Document. No act by the Administrative Agent hereinafter taken, including any review of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents

to the Administrative Agent that, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, it has made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and has made its own decision to enter into this Agreement and to make the Loan and otherwise participate in the transactions hereunder. Each Lender also represents that, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it deems appropriate at the time, it shall continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, the Notes and the other Loan Documents and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. The Administrative Agent shall not be required to make any inquiry concerning the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Loan Document, or the financial condition of the Borrower or the existence or possible existence of any Default. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall have no obligation or liability to provide any Lender with any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of the Borrower that may come into the possession of the Administrative Agent or any of its respective officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 9.7 Indemnification. Each of the Lenders shall indemnify, defend and hold harmless the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting any obligation of the Borrower to do so as may be set forth in the Loan Documents), ratably according to their respective Percentages, from and against any and all claims, demands, lawsuits, costs, expenses, fees, liabilities, obligations, losses, damages, actions, recoveries, judgments, suits, costs, expenses or disbursements of any kind whatsoever, including interest, penalties and reasonable attorneys' and paralegals' fees and costs and amounts paid in settlement of any of the foregoing, whether direct, indirect, consequential or incidental, that at any time (including at any time following the satisfaction of the Obligations) may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to, resulting from or arising out of this Agreement, the Notes or the other Loan Documents, the transactions contemplated hereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided, however, that no Lender shall be liable for the payment of any portion of such claims, demands, lawsuits, costs, expenses, fees, liabilities, obligations, losses, damages, actions, remedies, judgments, suits, costs, expenses or disbursements to the extent such result arose solely from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section 9.7 shall survive the repayment of the Loan and the satisfaction of the other Obligations and shall be in addition to and not in lieu of any other indemnification agreements set forth in the Loan Documents.

Section 9.8 Payments. If in the opinion of the Administrative Agent, the distribution of any amount received by the Administrative Agent in such capacity under this Agreement, the Notes or the other Loan Documents might involve it in liability, the Administrative Agent may refrain from making the distribution thereof until the Administrative Agent's right to make such distribution shall have been adjudicated by a court of competent jurisdiction. If a court of

competent jurisdiction shall adjudge that any amount received from and distributed by the Administrative Agent in such capacity as Administrative Agent is to be repaid, each Person to whom any such distribution shall have been made either (a) shall repay to the Administrative Agent its proportionate share of the amount so adjudged to be repaid, or (b) shall repay the same in such manner and to such Persons as shall be determined by such court.

Section 9.9 Administrative Agent in Its Individual Capacity. The Administrative Agent in its individual capacity, and its Affiliates, may make loans and other financial accommodations to, and generally engage in any kind of business with the Borrower as though the Administrative Agent were not the Administrative Agent hereunder. With respect to its Percentage of each Loan and each Note issued to it, the Administrative Agent, in its individual capacity, shall have the same benefits, rights, powers and privileges under this Agreement, the Notes and the other Loan Documents as any other Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender", "Lenders" and "Requisite Lenders" shall include the Administrative Agent in its individual capacity.

Section 9.10 Successor Administrative Agent. The Administrative Agent may resign as such upon thirty (30) days' prior written notice to the Lenders and the Borrower. If the Administrative Agent shall resign as such under this Agreement, then Requisite Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be reasonably acceptable to the Borrower; provided, however, that acceptability to the Borrower shall not be required if a Default has occurred and is continuing. Upon acceptance of its appointment as successor agent, (a) such successor agent shall succeed to the rights, powers, privileges and duties of the Administrative Agent, (b) the retiring Administrative Agent shall be discharged of all its obligations and liabilities in such capacity under this Agreement, the Notes and the other Loan Documents, (c) the term "Administrative Agent" shall mean such successor agent effective upon its appointment and (d) the retiring Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such retiring Administrative Agent or any of the parties to this Agreement or any holders of the Notes. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article 9 shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

ARTICLE 10. ASSIGNMENTS AND PARTICIPATIONS

Section 10.1 Successors and Assigns. This Agreement, the Notes and the other Loan Documents shall be binding on and shall inure to the benefit of the Borrower, the Administrative Agent, the Lenders, and their respective successors and assigns, except as otherwise provided herein or therein. The Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder or thereunder without the prior express written consent of the Lenders. Any purported assignment, transfer, hypothecation or other conveyance by the Borrower without the prior express written consent of all the Lenders shall be void. Neither the Administrative Agent nor any of the Lenders may sell, assign, transfer, grant a

participation in or otherwise dispose of all or any portion of its interest in this Agreement, the Notes or the other Loan Documents except as expressly provided herein.

Section 10.2 Assignments.

(a) Assignments. With at least two (2) Business Days prior written notice to the Borrower, each Lender may assign (other than the sale of a participation) up to one hundred percent (100%) of its right, title and interest under this Agreement, the Notes, and the other Loan Documents (including all or a portion of its Percentage of each Loan at the time owing to it) to one or more banks, other financial institutions, "accredited investors" as defined in Rule 501 of Regulation D, or "qualified institutional buyers" as defined in Rule 144A, under the Securities Act of 1933; provided, however, that (a) each such assignment shall be of a constant, and not a varying, percentage of all such Lender's right, title and interest hereunder and thereunder and shall be in minimum increments of \$1,000,000.00, (b) such share equals no less than \$1,000,000.00 in the case of any one assignee, (c) any assignee shall execute and deliver to the Administrative Agent an Assignment and Acceptance for the Loan, together with a processing and recordation fee of \$3,500, and (d) a Lender may not assign any interest without the prior approval of the Administrative Agent and, in the absence of a Default, the Borrower, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, and subject to the provisions of Section 10.2(d), any Lender may assign, as collateral or otherwise, any of its rights (including such Lender's rights to payments of principal and/or interest on the Notes) under this Agreement to any other Lender or Affiliate of a Lender without notice to or consent of the Administrative Agent or the Borrower.

(b) Effect of Assignments. Upon the sale, assignment, transfer or other disposition (other than the sale of a participation) of any of a Lender's right, title and interest under this Agreement, the Notes, and the other Loan Documents to any assignee in accordance with this Section 10.2, then upon the execution, delivery and acceptance of the Assignment and Acceptance, from and after the effective date specified therein, (a) the transferor Lender no longer shall have the rights, benefits and obligations under this Agreement, the Notes, or the other Loan Documents to the extent of the interest transferred (except for such rights, benefits and obligations that such Lender would retain under or with respect to this Agreement, the Notes, or the other Loan Documents upon payment in full of the Obligations), and (b) the assignee shall become a Lender, shall succeed to the rights and benefits and assume the obligations of such transferor Lender hereunder and thereunder to the extent of the interest transferred.

(c) Actions by the Borrower. The Borrower hereby agrees that it shall execute and deliver, at the request of the Administrative Agent (a) one or more substitute Notes to the order of such Lenders to evidence the portion of the Loan retained and sold (in exchange for which the Borrower shall receive the Note(s) then held by such Lenders) and (b) any amendment to any Loan Document reasonably requested to effectuate the provisions of this Section 10.2.

(d) Note Registration. Each Note shall be registered in the name of the Lender which is the owner thereof on a note register to be provided for that purpose by the

Borrower in the office of the Borrower as note registrar. The Borrower hereby agrees to serve without compensation as note registrar for the Notes. No transfer of a Note shall be valid unless made on said note register at the request of the registered owner or its duly authorized attorney and noted thereon and such registration shall not be unreasonably withheld, conditioned or delayed. The Person in whose name a particular Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the interest on or the principal of such Note shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 10.3 Participations. Subject to the provisions of this Section 10.3, each Lender shall have the right at any time to sell undivided participating interests in all or any part of its Percentage of each Loan to one or more banks or other financial institutions; provided, however, that (a) such sale or transfer shall not relieve such Lender of any obligation or liability hereunder, (b) such Lender shall make and receive all payments for the account of its participants and shall retain exclusively, and shall continue to exercise exclusively, all rights of approval and administration available hereunder with respect to such Lender's Percentage of the Loan, even after giving effect to the sale of any such participation (although such Lender may at its option agree with its participants that it will not consent to any matter described in clauses (a) through (h) of Section 11.4 without their concurrence), and (c) such Lender shall make such arrangements with its participants as may be necessary to accomplish the foregoing. No such participant shall be a Lender for any purpose of this Agreement, without the consent of the Administrative Agent.

Section 10.4 Disclosure. In connection with any assignments, participations or offers therefor pursuant to this Article 10, each Lender may disclose to any assignee or participant or prospective assignee or participant such information pertaining to the Borrower as such Lender may deem appropriate or such assignee or participant or prospective assignee or participant may request; provided, however, that prior to any such disclosure such assignee or participant or prospective assignee or participant shall agree to preserve the confidentiality of any confidential information relating to the Borrower received by it on the same basis as provided in this Section 10.4.

Section 10.5 Assignments and Participations as Units. No Lender shall assign or sell any participation in its Percentage of the Loan, except in the form of units consisting of pro rata interests in its Percentage of the Loan.

ARTICLE 11. AMENDMENTS, WAIVERS AND CONSENTS

Section 11.1 Amendments. Except as otherwise set forth in this Agreement, the provisions of (a) this Agreement may not be modified, amended, restated or supplemented, except by a written instrument duly executed and delivered on behalf of the Borrower, the Administrative Agent and the Requisite Lenders, and (b) the Notes and all Loan Documents other than this Agreement may not be modified, amended, restated or supplemented, except by a

written instrument duly executed and delivered on behalf of the Borrower, to the extent that the Borrower is a signatory party to such other Loan Document, and on behalf of the Administrative Agent, with the written consent of Requisite Lenders. Notwithstanding anything to the contrary herein, the Administrative Agent and Requisite Lenders may modify, amend, restate, supplement or waive any provision of Article 9 without the consent of the Borrower.

Section 11.2 Waivers and Consents. Except as otherwise set forth in this Agreement, any waiver of the terms and conditions of this Agreement, the Notes or the other Loan Documents, or any waiver of any Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement, the Notes or the other Loan Documents to be given by the Lenders, may be made or given with, but only with, the written consent of Requisite Lenders on such terms and conditions as specified in the written instrument granting such waiver, consent or approval. A waiver, consent or approval, to be effective, must be in writing and signed by the party making the waiver, consent or approval.

Section 11.3 Effect of Waivers. In the case of any waiver, the Borrower, the Lenders and the Administrative Agent shall be restored to their former positions and rights under this Agreement, the Notes and the other Loan Documents to the extent of such waiver, and any Default waived shall be deemed to be cured and not continued; provided, however, that no waiver shall constitute the waiver of any subsequent or other Default or impair any right consequent thereon. No failure or delay on the part of the Administrative Agent or any Lender to exercise or enforce any right or remedy under or in connection with this Agreement, the Notes or the other Loan Documents, whether by their respective terms, at law, in equity or otherwise, shall operate as a waiver thereof. No single or partial exercise of any such right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 11.4 Consent of All the Lenders. Without in each instance the prior express written consent of the Administrative Agent and all the Lenders, no such modification, amendment, restatement, supplement, waiver or consent shall:

- (a) increase the principal amount of the Loan, or increase the Commitment of any Lender without such Lender's approval;
- (b) extend the maturity of the Notes or the date of any scheduled principal payments or mandatory prepayments hereunder or thereunder;
- (c) reduce the rate or extend the time of payment of interest hereunder or under the Notes;
- (d) waive the payment of any principal, interest or fees payable hereunder or under the Notes;
- (e) extend the Maturity Date except as expressly provided for in this Agreement;

(f) consent to the assignment or transfer by the Borrower of any of its Obligations under this Agreement, the Notes or the other Loan Documents;

(g) release a material portion of the Collateral, except as expressly provided herein; or

(h) amend or modify the definitions of "Percentages" or "Requisite Lenders" contained in this Agreement.

Section 11.5 Binding Effect. Any such modification, amendment, restatement, supplement, waiver or consent shall apply equally to each of the Lenders and shall be binding upon the Borrower, the Lenders, the Administrative Agent and all future holders of the Notes.

ARTICLE 12. INTERCREDITOR PROVISIONS

Section 12.1 General. Each Lender shall receive payments under its Note directly from the Borrower, and the parties to this Agreement desire to establish their rights, duties and obligations with respect to, among other things, payments made by the Borrower under the Notes.

Section 12.2 Specific Provisions. The parties to this Agreement agree as follows:

(a) Additional Extensions of Credit. No Lender shall make any additional extensions of credit to the Borrower under its Note, including without limitation increasing the principal amount of its Note, without first obtaining the prior unanimous written consent of the Lenders.

(b) Pari Passu. The indebtedness evidenced by the Notes is and shall be *pari passu* in every respect including, but not limited to, the rights of payment, collection and rights to distributions in bankruptcy. The Borrower shall pay the indebtedness evidenced by the Notes (including all interest due with respect thereto) on a pro rata basis. As used in this Agreement, "pro rata" shall be based on the original principal amounts of the Notes.

(c) Payments. Each Note provides for scheduled payments on each May 1, commencing on May 1, 2020 and ending on the Maturity Date (individually, a "Scheduled Payment" and collectively, the "Scheduled Payments"). Without first obtaining the prior unanimous written consent of the Lenders, the Borrower shall not make, and no Lender shall receive, any payments with respect to the Notes other than Scheduled Payments and other than an optional prepayment after the Lockout Period pursuant to Section 3.1(b). In the event that the Borrower makes any payment to any Lender other than a Scheduled Payment, including an optional prepayment after the Lockout Period pursuant to Section 3.1(b), such Lender shall hold a pro rata share of such payment in trust for the other Lenders and shall forthwith pay such pro rata share over to the other Lenders in the form received for credit upon the indebtedness evidenced by the

Notes of such Lenders. In the event that the Borrower fails to make any Scheduled Payment as and when due, the Lender who did not receive such Scheduled Payment shall immediately provide written notice to the Administrative Agent and the other Lenders of such payment Default.

(d) Exercise of Remedies. Upon the occurrence of an Event of Default, the Administrative Agent, pursuant to Article 8 of this Agreement, is entitled to exercise, for the ratable benefit of the Lenders, any and all rights and remedies possessed by the Lenders pursuant to the terms of the Notes and all of the other Loan Documents. Accordingly, no Lender shall take any action to collect any part of the indebtedness evidenced by its Note without first obtaining the prior unanimous written consent of the Lenders and the Administrative Agent.

(e) Defaulting Lender. If any party to this Agreement defaults on its obligations under this Article 12, the defaulting party shall pay to the non-defaulting parties all costs that the non-defaulting parties may incur in the exercise against the defaulting party of their rights under this Agreement, including, but not limited to, (1) any costs of recovering a pro rata share of any payments made by the Borrower in contravention of this Agreement and (2) all court costs and reasonable attorney's fees and other expenses associated with the default hereunder.

(f) Assignments and Participations. The parties to this Agreement acknowledge and agree that each Lender may assign or participate its right, title and interest under this Agreement, its Note, and the other Loan Documents in accordance with the terms and conditions of Article 10. In furtherance of Article 10 and not in lieu thereof, no Lender shall assign or participate its right, title and interest under this Agreement, its Note, and the other Loan Documents without the same being expressly subject to this Article 12, and any assignee or participant agreeing in writing to be bound by the terms of this Article 12.

(g) Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be given as provided in Section 14.7 of this Agreement.

ARTICLE 13. TERMINATION

This Agreement shall remain in full force and effect until such time as all indebtedness and other obligations of the Borrower to the Lenders evidenced by this Agreement, the Notes and the other Loan Documents have been fully and irreversibly satisfied, and within a reasonable time thereafter the Lenders shall cancel the Notes and deliver the Notes to the Borrower and take such actions as are necessary to release the Lien on the Collateral.

ARTICLE 14.
MISCELLANEOUS

Section 14.1 Performance by the Administrative Agent. If the Borrower shall default in the payment, performance or observance of any covenant, term or condition of this Agreement, which default is not cured within the applicable cure period, then the Administrative Agent may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Administrative Agent in connection therewith (including reasonable attorney's fees), with interest thereon at the Default Rate, shall be immediately repaid to the Administrative Agent by the Borrower and shall constitute a part of the indebtedness and other obligations secured hereby. The Administrative Agent shall be the sole judge of the necessity for any such actions and of the amounts to be paid.

Section 14.2 Successors and Assigns Included in Parties. Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, legal representatives, successors, successors-in-title and assigns of such party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of the Borrower or by or on behalf of the Administrative Agent and the Lenders shall bind and inure to the benefit of their respective heirs, legal representatives, successors, successors-in-title and assigns, whether so expressed or not.

Section 14.3 Costs and Expenses. The Borrower agrees to pay all reasonable costs and expenses incurred by the Administrative Agent and the Lenders in connection with the making of the Loan, including filing fees, recording taxes, consultant fees and reasonable attorneys' fees, promptly upon demand of the Administrative Agent or any Lender. The Borrower further agrees to pay all of the reasonable out-of-pocket costs and expenses incurred by the Administrative Agent and each Lender in connection with the collection of the Loan, amendment of the Loan Documents or prepayment of the Loan, including reasonable attorneys' fees, promptly upon demand of the Administrative Agent or any Lender. The Borrower shall reimburse the Administrative Agent and each of the Lenders with respect to any and all documentary or filing taxes, assessments or charges by any Governmental Authority by reason of the execution and delivery of this Agreement, the Notes and the other Loan Documents and the consummation of the transactions that are the subject hereof and thereof.

Section 14.4 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of the Borrower hereunder and under all of the other Loan Documents.

Section 14.5 Severability. If any provision(s) of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 14.6 Interest and Loan Charges Not to Exceed Maximum Allowed by Law. Anything in this Agreement, the Notes or any of the other Loan Documents to the contrary notwithstanding, in no event whatsoever, whether by reason of advancement of proceeds of the

Loan, acceleration of the maturity of the unpaid balance of the Loan or otherwise, shall the interest and loan charges agreed to be paid to the Lenders for the use of the money advanced or to be advanced hereunder exceed the maximum amounts collectible under applicable laws in effect from time to time. It is understood and agreed by the parties that, if for any reason whatsoever the interest or loan charges paid or contracted to be paid by the Borrower in respect of the indebtedness evidenced by the Notes shall exceed the maximum amounts collectible under applicable laws in effect from time to time, then ipso facto, the obligation to pay such interest or loan charges shall be reduced to the maximum amounts collectible under applicable laws in effect from time to time, and any amounts collected by the Administrative Agent or any Lender that exceed such maximum amounts shall be applied to the reduction of the principal balance of the indebtedness evidenced by the Notes or refunded to the Borrower so that at no time shall the interest or loan charges paid or payable in respect of the indebtedness evidenced by the Notes exceed the maximum amounts permitted from time to time by applicable law.

Section 14.7 Notices. Any notice, request, demand or other communication required or permitted under this Agreement, the Notes or the other Loan Documents shall be in writing and shall be deemed to be properly given (a) when received, if personally delivered or sent by overnight courier with appropriate confirmation of delivery, (b) two (2) Business Days after deposit in the mail, if mailed by United States first class, certified or registered mail, postage prepaid, (c) one (1) Business Day after deposit with a public telegraph company for transmittal, charges prepaid, or (d) when received, if given by facsimile, with appropriate confirmation, each to the appropriate address set forth below or to such other address that any such party may designate by written notice to other parties.

If to the Borrower:

Metropolitan Development and Housing Agency
701 S. 6th Street
Nashville, TN 37206
Facsimile: (615) 252-3677
Attention: Executive Director

with a copy to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Facsimile: (615) 252-6343
Attention: John R. Haynes

If to Regions Capital Advantage, Inc. as Administrative Agent:

Regions Capital Advantage, Inc.
1900 5th Avenue North, Suite 2400
Birmingham, AL 35203
Email: bo.buckner@regions.com
Attention: Bo Buckner

with a copy to:

Regions Bank
One Nashville Place
150 4th Avenue North, Suite 300
Nashville, TN 37219
Facsimile: (615) 770- 4111
Attention: Chris Claybrook

and with a copy to:

Maynard Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203
Facsimile: (205) 254-1859
Attention: Barry Staples

If to any of the Lenders:

Their respective addresses as set forth with their signatures on this Agreement.

Section 14.8 Entire Agreement. This Agreement and the other written agreements executed in connection herewith between the Borrower and the Administrative Agent and the Lenders represent the entire agreement between the parties concerning the subject matter hereof, and all oral discussions and prior agreements are merged herein; provided, however, that if there is a conflict between this Agreement and any other document executed contemporaneously herewith with respect to or in connection with the Loan, the provision of this Agreement shall control. The execution and delivery of this Agreement and the other Loan Documents by the Borrower were not based upon any fact or material provided by the Administrative Agent or the Lenders, nor was the Borrower induced or influenced to enter into this Agreement or the other Loan Documents by any representation, statement, analysis or promise by the Administrative Agent or the Lenders.

Section 14.9 Governing Law. This Agreement shall be construed and enforced under the internal laws of the State of Tennessee, without reference to the conflict of laws principles thereof.

Section 14.10 Survival of Representations and Warranties. All representations and warranties contained herein or made by or furnished on behalf of the Borrower in connection herewith shall survive the execution and delivery of this Agreement and all other Loan Documents.

Section 14.11 Jurisdiction and Venue. The Borrower hereby consents to the jurisdiction of the courts of the State of Tennessee and the United States District Court for the Middle District of Tennessee, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations arising under this Agreement or any other Loan Documents or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any of such courts.

Section 14.12 Waiver of Jury Trial. THE ADMINISTRATIVE AGENT, THE LENDERS AND THE BORROWER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER, RELATING TO OR CONNECTED WITH THIS AGREEMENT, THE COLLATERAL OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT CONTEMPLATED HEREBY OR DELIVERED IN CONNECTION HERewith AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

Section 14.13 Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

Section 14.14 Construction and Interpretation. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself or through its agent prepared the same, it being agreed that the Borrower, the Administrative Agent, the Lenders and their respective agents have participated in the preparation hereof.

Section 14.15 Cumulative Remedies. All rights and remedies provided in or contemplated by this Agreement, the Notes and the other Loan Documents are cumulative and not exclusive of any right or remedy otherwise provide herein, therein, at law or in equity.

Section 14.16 Limitation of Lender Liability. The Borrower shall promptly reimburse the Administrative Agent and the Lenders (to the fullest extent permitted by law) for any and all claims, demands, lawsuits, costs, expenses, fees, obligations, liabilities, losses, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' and paralegals' fees and costs and amounts paid in settlement of any of the foregoing, whether direct, indirect, consequential or incidental, that the Administrative Agent or the Lenders may incur or suffer or that may arise out of, result from or relate to (a) this Agreement, the Notes, or the other Loan Documents or the transactions contemplated hereby or thereby (excluding actions arising out of the Administrative Agent's or the Lenders' own gross negligence or willful misconduct and actions arising out of claims made by the Administrative Agent or any Lender against any of the others), or (b) any action under this Agreement, the Notes, or the other Loan Documents or the transactions contemplated hereby or thereby (excluding actions arising out of the Administrative Agent's or the Lenders' own gross negligence or willful misconduct and actions arising out of claims made by the Administrative Agent or any Lender against any of the others). In no event shall the Administrative Agent or any Lender be liable to the Borrower for any matter or thing in connection with this Agreement, the Notes, or the other Loan Documents other than to account for monies actually received by them in accordance with the terms hereof. This Section 14.16 shall survive termination of this Agreement.

Section 14.17 Relationship of the Parties. The Administrative Agent and the Lenders shall not be deemed partners or joint venturers with the Borrower or any Affiliate thereof in making this Agreement or by any action taken hereunder. To the extent permitted by applicable law, the Borrower shall promptly reimburse the Lenders and the Administrative Agent for any and all claims, demands, lawsuits, costs, expenses, fees, obligations, liabilities, losses, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, whether direct, indirect, consequential or incidental, that the Lenders or the Administrative Agent may incur or suffer or that may arise out of, result from or relate to such a construction of the parties and their relationship due to any act or omission on the part of the Borrower. This Section 14.17 shall survive termination of this Agreement.

Section 14.18 USA PATRIOT Act Notice. Each Lender (for itself and not on behalf of any other party) hereby notifies the Borrower that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

Section 14.19 Role of Lender. The Administrative Agent and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Agreement and any other information, materials or communications provided by the Administrative Agent: (a) the Administrative Agent and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Administrative Agent and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Agreement, information, materials or communications; (c) the Administrative Agent and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Agreement and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Agreement or any such other information, materials or communications.

Section 14.20 Privately Negotiated Loan. The Borrower acknowledges and agrees that the Lenders are purchasing the Notes in evidence of a privately negotiated loan and in that connection the Notes shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or other representatives as of the date first above written.

BORROWER:

METROPOLITAN DEVELOPMENT
HOUSING AGENCY

By: _____

Name: James E. Harbison

Title: Executive Director

[Additional Signature Pages Follow]

Lender's Signature Page to
Loan and Security Agreement

REGIONS CAPITAL ADVANTAGE, INC., as
a Lender and as Administrative Agent

By: _____

Name: Bo Buckner

Title: President

Address:

Regions Capital Advantage, Inc.
1900 5th Avenue North, Suite 2400
Birmingham, AL 35203
Email: bo.buckner@regions.com
Attention: Bo Buckner

Commitment: \$[_____]

Percentage: 100%

INDEX OF EXHIBITS AND SCHEDULES

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Note
Schedule 1	List of Capitol Mall Projects for Tax Increment Funds

EXHIBIT A

[Form of Assignment and Acceptance]

ASSIGNMENT AND ACCEPTANCE

THIS ASSIGNMENT AND ACCEPTANCE (this "Assignment and Acceptance"), dated as of the date set forth in Item 1 of Annex I hereto, is made and entered into among the Transferor Lender set forth in Item 2 of Annex I hereto (the "Transferor Lender"), each Purchasing Lender set forth in Item 3 of Annex I hereto (each, a "Purchasing Lender"), and REGIONS CAPITAL ADVANTAGE, INC., a Tennessee corporation, as administrative agent for the several lenders (the "Lenders") who are or become parties to the Loan Agreement (as hereinafter defined) (in such capacity, the "Administrative Agent").

RECITALS:

(A) This Assignment and Acceptance is being executed and delivered in accordance with Section 10.2 of the Loan and Security Agreement dated as of March [], 2020, by and among Metropolitan Development and Housing Agency (the "Borrower"), the Lenders, and the Administrative Agent (as the same heretofore may have been and/or hereafter may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not otherwise defined in this Assignment and Acceptance shall have the meanings assigned thereto in the Loan Agreement).

(B) Each Purchasing Lender (if it is not already a Lender party to the Loan Agreement) wishes to become a Lender party to the Loan Agreement.

(C) The Transferor Lender is selling and assigning to each Purchasing Lender certain of its rights, title and interests under the Loan Agreement, its Note and the other Loan Documents.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. From and after the Transfer Effective Date set forth in Item 4 of Annex I hereto (the "Transfer Effective Date"), each Purchasing Lender shall be a Lender party to the Loan Agreement for all purposes thereof.

2. (a) On the Transfer Effective Date, each Purchasing Lender shall pay to the Transferor Lender, in immediately available funds, an amount equal to the purchase price, as agreed between the Transferor Lender and such Purchasing Lender (the "Purchase Price"), for the percentage set forth in Item 5 of Annex I hereto (such Purchasing Lender's "Purchased

Percentage") of the outstanding principal amount of the Loan and other amounts owing to the Transferor Lender under the Loan Agreement, its Note or the other Loan Documents.

(b) As of the Transfer Effective Date, the Transferor Lender hereby irrevocably sells, assigns and transfers to each Purchasing Lender, without recourse, representation or warranty, and each Purchasing Lender hereby irrevocably purchases, takes and assumes from the Transferor Lender such Purchasing Lender's Purchased Percentage of (i) the Loan outstanding as of the Transfer Effective Date held by the Transferor Lender and (ii) any other amounts owing as of the Transfer Effective Date to the Transferor Lender under the Loan Agreement, its Note or the other Loan Documents.

3. From and after the Transfer Effective Date, principal, interest, other fees and other amounts that otherwise would be payable to or for the account of the Transferor Lender pursuant to the Loan Agreement, its Note and the other Loan Documents shall instead be payable to or for the account of the Transferor Lender and the Purchasing Lenders, as the case may be, in accordance with their respective percentages as set forth on Annex II. The Transferor Lender and the Purchasing Lenders shall make appropriate adjustments in payments under, or with respect to, the Loan Agreement for periods prior to the Transfer Effective Date directly between themselves.

4. The Note payable to the order of the Transferor Lender (the "Exchanged Note") is being delivered to the Administrative Agent concurrently with this Assignment and Acceptance. On or prior to the Transfer Effective Date, the Borrower, at the Borrower's expense, shall execute and deliver to the Transferor Lender and the Purchasing Lenders, in exchange for (but not in payment of) the Exchanged Note (a) a new Note payable to the order of each Purchasing Lender in an amount equal to its Percentage, as set forth on Annex II hereto, of the original Loan, and (b) if the Transferor Lender has retained a portion of the Loan, a new Note to the order of the Transferor Lender in an amount equal to its retained Percentage of the Loan, as set forth on Annex II hereto. Such new Note(s) shall be dated as of the date of the Loan Agreement and otherwise shall be substantially in the form of the Exchanged Note replaced thereby. The Exchanged Note shall be returned by the Administrative Agent to the Borrower marked "exchanged".

5. Concurrently with the execution and delivery hereof, the Administrative Agent will, at the request of any Purchasing Lender but at the expense of the Transferor Lender, provide to such Purchasing Lender (if it is not already a Lender party to the Loan Agreement) photocopies or conformed copies of all documents delivered to the Administrative Agent on the date of the Loan under the Loan Agreement in satisfaction of the conditions precedent set forth in the Loan Agreement.

6. Each of the parties to this Assignment and Acceptance agrees that at any time and from time to time upon written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party reasonably may request in order to effect the purposes of this Assignment and Acceptance.

7. By executing and delivering this Assignment and Acceptance, the Transferor Lender and each Purchasing Lender confirm to and agree with each other and with the Administrative Agent and the Lenders as follows: (a) other than the representation and warranty that it is the legal and beneficial owner of the interests being assigned hereby free and clear of any adverse claim, the Transferor Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement, the Notes or any other Loan Document or any other instrument or document furnished pursuant thereto; (b) the Transferor Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower, the value of any collateral securing the Obligations or the perfection of any Liens there against, the performance or observance by, or enforceability against, the Borrower of any of its obligations under the Loan Agreement, the Notes or any other Loan Document or any other instrument or document furnished pursuant thereto; (c) each Purchasing Lender confirms that it has received a copy of the Loan Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (d) each Purchasing Lender will, independently and without reliance upon the Administrative Agent, the Transferor Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement; (e) each Purchasing Lender appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article 9 of the Loan Agreement; and (f) each Purchasing Lender agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Loan Agreement and the other Loan Documents are required to be performed by it as a Lender.

8. Annex II hereto sets forth the revised Percentages of the Transferor Lender and each Purchasing Lender as well as administrative information with respect to each Purchasing Lender.

9. This Assignment and Acceptance shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective duly authorized officers on Annex I hereto as of the date set forth in Item 1 of Annex I hereto.

[Annex I and II Follow]

**ANNEX I
TO
ASSIGNMENT
AND ACCEPTANCE**

**COMPLETION OF INFORMATION AND
SIGNATURES FOR ASSIGNMENT AND ACCEPTANCE**

- | | | |
|--------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 1 | Date of Assignment and Acceptance: | [Insert date of Assignment and Acceptance] |
| Item 2 | Transferor Lender: | [Insert name of Transferor Lender] |
| Item 3 | Purchasing Lender(s): | [Insert name(s) of Purchasing Lender(s)] |
| Item 4 | Transfer Effective Date: | (Insert Transfer Effective Date) [To be a date not less than five business days after date of Assignment and Acceptance] |
| Item 5 | Purchased Percentage of Loan: | [Insert Percentage to be sold] |
| Item 6 | Signatures of Parties to Assignment and Acceptance: | _____
as Transferor Lender

By: _____
Name: _____
Title: _____

as a Purchasing Lender

By: _____
Name: _____
Title: _____ |

CONSENTED TO AND ACKNOWLEDGED:

REGIONS CAPITAL ADVANTAGE, INC., as
Administrative Agent

By: _____
Name: _____
Title: _____

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____
Name: _____
Title: _____¹

**ACCEPTED FOR RECORDATION
IN REGISTER:**

REGIONS CAPITAL ADVANTAGE, INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

¹ Signature on behalf of the Borrower not required if a Default has occurred and is continuing or if the assignment is to a Lender or an Affiliate of a Lender.

**ANNEX II
TO
ASSIGNMENT
AND ACCEPTANCE**

**LIST OF ADDRESSES
FOR NOTICES AND PERCENTAGES**

[Name of Transferor Lender] Revised Percentage Loan: _____%

[Name(s) of
Purchasing Lender(s)] New Percentage Loan: _____%

Address(es) of Purchasing
Lender(s) for Notices
under Section 14.7 of
Loan Agreement:

Attn: _____
Facsimile No.: _____

EXHIBIT B

[Form of Note]

PROMISSORY NOTE

\$[_____]

March [__], 2020

FOR VALUE RECEIVED, on or before May 1, 2030 (the "Maturity Date"), the undersigned, METROPOLITAN DEVELOPMENT AND HOUSING AGENCY ("Maker"), promises to pay to the order of [REGIONS CAPITAL ADVANTAGE, INC.][_____], a [Tennessee corporation][_____] ("Payee"; Payee and any subsequent registered holder[s] hereof are hereinafter referred to individually and collectively as "Holder"), at [_____], or at such other place and in such other manner as Administrative Agent may designate to Maker in writing from time to time, the principal sum of [_____] AND [___]/100THS DOLLARS (\$[_____]), together with interest on the outstanding principal balance hereof from the date hereof at a fixed-rate of interest equal to 1.92% per annum (computed on the basis of a 360-day year and the actual number of days elapsed, to the extent permitted by applicable law); provided, however, that (x) upon a Determination of Taxability (as defined in the Loan Agreement described in the next paragraph below), the interest rate shall be the rate per annum that will provide the Holder with the same after tax yield that the Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability; and (y) in no event shall the rate of interest exceed the maximum rate of interest from time to time allowed to be charged by applicable law.

Reference is here made to that certain Loan and Security Agreement as of March [__], 2020, by and among Maker, the Lenders (as defined therein) party thereto and Regions Capital Advantage, Inc., a Tennessee corporation, as administrative agent for the Lenders (the "Administrative Agent") (together with any and all amendments, modifications, supplements, extensions, renewals, substitutions and/or replacements thereof, herein referred to as the "Loan Agreement"; capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement). This Note is entitled to the benefits and security of, and is secured by, the Loan Agreement and the other Loan Documents.

Principal and interest payable in respect of the indebtedness evidenced by this Note shall be due and payable at the times and in the manner specified in the Loan Agreement.

Upon the occurrence and during the continuance of any Event of Default, the entire outstanding principal balance of the indebtedness evidenced hereby, together with any other sums advanced hereunder, under the Loan Agreement and/or under any other instrument or document now or hereafter evidencing, securing or in any way relating to the indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of Holder and with such notice to Maker, if any, as is required under the Loan Agreement, at once become

due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Upon the occurrence and during the continuance of any Event of Default (without regard to any acceleration due to the occurrence of an Event of Default), at the option of Holder and without notice to Maker, all accrued and unpaid interest, if any, shall be added to the outstanding principal balance hereof, and the entire outstanding principal balance, as so adjusted, shall bear interest thereafter until paid at an annual rate equal to the lesser of (i) the rate otherwise provided herein, plus 4%, or (ii) the maximum rate of interest from time to time allowed to be charged by applicable law (the "Default Rate"). All such interest shall be paid at the time of and as a condition precedent to the curing of any such Event of Default.

In the event this Note is placed in the hands of an attorney for collection or for enforcement or protection of the security, or if Holder incurs any costs incident to the collection of the indebtedness evidenced hereby or the enforcement or protection of the security, Maker agrees to pay to Holder an amount equal to all such costs, including without limitation reasonable attorney's fees and all court and other costs.

Presentment for payment, demand, protest and notice of demand, protest and nonpayment are hereby waived by Maker. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment or other indulgences granted from time to time, shall be construed as a novation of this Note or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note or to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Maker hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise, shall the interest and loan charges agreed to be paid to Holder for the use of the money advanced or to be advanced hereunder exceed the maximum amounts collectible under applicable laws in effect from time to time. If for any reason whatsoever the interest or loan charges paid or contracted to be paid in respect of the indebtedness evidenced hereby shall exceed the maximum amounts collectible under applicable laws in effect from time to time, then, *ipso facto*, the obligation to pay such interest and/or loan charges shall be reduced to the maximum amounts collectible under applicable laws in effect from time to time, and any amounts collected by Holder that exceed such maximum amounts shall be applied to the reduction of the principal balance remaining unpaid hereunder and/or refunded to Maker so that at no time shall the interest or loan charges paid or payable in respect of the indebtedness evidenced hereby exceed the maximum amounts permitted from time to time by applicable law. This provision shall control every other provision in any and all other agreements and

instruments now existing or hereafter arising between Maker and Holder with respect to the indebtedness evidenced hereby.

This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Tennessee, except to the extent that federal law may be applicable to the determination of the maximum rate of interest from time to time allowed to be charged by applicable law.

This Note is recorded and registered as to principal and interest in the name of the Holder on the book of registration maintained for that purpose by Maker. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Note shall be made only to or upon the order of the Holder hereof or its legal representative, and neither Maker nor any agent of Maker shall be affected by any notice to the contrary. This Note may be transferred only upon written request of the Holder or the Holder's legal representative delivered to Maker, such transfer to be recorded on said book of registration and, if deemed appropriate by Maker, endorsed or otherwise noted hereon and such registration shall not be unreasonably withheld, conditioned or delayed. Upon presentation to Maker for transfer, this Note must be accompanied by a written instrument or instruments of transfer satisfactory to Maker, duly executed by the Holder or the Holder's attorney duly authorized in writing, and Maker shall record in its records kept for such purpose the principal amount of this Note unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the Holder requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

THIS NOTE SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF TENNESSEE, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. MAKER HAS NO TAXING POWER. THIS NOTE SHALL BE A LIMITED OR SPECIAL OBLIGATION OF MAKER PAYABLE SOLELY FROM THE TAX INCREMENT REVENUES PROVIDED THEREFOR IN THE LOAN AGREEMENT. NO OWNER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF TENNESSEE, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, TO PAY THE PRINCIPAL OF THIS NOTE OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING. NEITHER THE MEMBERS OF THE GOVERNING BODY OF MAKER NOR ANY PERSON EXECUTING THIS NOTE SHALL BE LIABLE PERSONALLY ON THIS NOTE BY REASON OF THE ISSUANCE HEREOF.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer or other representative as of the date first above written.

MAKER:

METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY

By: _____

Name: James E. Harbison

Title: Executive Director

Schedule 1

List of Capitol Mall Projects for Tax Increment Funds

- (1) Hilton Suites Hotel
- (2) Avenue of Arts Lofts
- (3) Bennie Dillon
- (4) Broadway Properties
- (5) Renaissance Hotel
- (6) Renaissance Office Tower
- (7) Commerce Center
- (8) Exchange Lofts
- (9) Courtyard by Marriott
- (10) Ryman Auditorium
- (11) Sun Trust Plaza
- (12) AT & T Tower
- (13) Ambrose Lofts
- (14) Stahlman Building
- (15) Church Street Condos
- (16) Edgehill Properties
- (17) 600 Demonbreun St. (First Baptist Parking)
- (18) 505 CST
- (19) Joseph Hotel
- (20) Kress Lofts
- (21) Parmenter Garage

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METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

INTEROFFICE MEMORANDUM

February 28, 2020

TO: MDHA Board of Commissioners
FROM: James E. Harbison, Executive Director
SUBJECT: Acquisition of 600 Shelby Avenue

MDHA has been in negotiations to acquire property located at 600 Shelby Avenue, on the southeast corner of Sixth Street adjacent to Cayce Place. The acquisition of the parcel would help advance the objectives of the Envision Cayce Master Plan.

The property (Parcel ID: 09304005100) is approximately 0.7 acres and is zoned for commercial use. The property formerly housed a Family Dollar store, but has been vacant for over a year. The property, owned by H.G. Hill Realty Company has been inspected by MDHA and its Construction Department for suitability with our Envision process. We have received an independent real estate appraisal of the property and used that as a basis for negotiation of a purchase price.

MDHA has funds available to acquire the property. The property has several potential uses as part of Envision Cayce, including a possible relocation of the Neighborhood Health Center to make way for the central park planned for Envision Cayce.

The agreed upon price for the 10,680 SF building and land is \$1,625,000 which is considered fair market value and is below the independent appraisal of \$1,725,000. The reduction in price from the appraised value results from MDHA's inspection of the property and a negotiated reduction based on our valuation in comparison to appraisal. It is requested the Board authorize the acquisition of this property and authorize the Executive Director to execute all necessary documents to consummate the transaction.


James E. Harbison

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METROPOLITAN DEVELOPMENT & HOUSING AGENCY

INTEROFFICE MEMORANDUM

March 10, 2020

TO: MDHA Board of Commissioners

FROM: Norman Deep, Director of Rental Assistance

SUBJECT: Amendment to Robinson Flats Project-Based Voucher (PBV) Housing Assistance Payments (HAP) Contract

In April 2016, the MDHA Board of Commissioners authorized the conversion of up to 200 of MDHA's tenant-based vouchers to project-based vouchers in an effort to create and preserve affordable housing units in Nashville, Davidson County. At the February 14, 2017 meeting, the Board approved to expand the number from 200 to 900. Upon Board approval to expand the number of vouchers being converted, we amended the Request for Proposals issued in August 2016 to reflect this.

Under the revised RFP, Elmington Capital Group submitted a response requesting project-based vouchers for Robinson Flats Apartments - New construction of 205 Senior (62 or older) LIHTC units - 175 one bedrooms and 30 two bedrooms. This was submitted to the MDHA Board for approval at the June 2017 meeting and was approved as submitted. Subsequently, the unit mix was revised to include 181 one-bedroom units and 28 two-bedroom units.

After completion of the Environmental Review and HUD Subsidy Layering Review, MDHA entered into an Agreement to Enter a HAP Contract (AHAP) effective November 15, 2017 and construction began soon after.

The construction was completed in stages. The initial stage (44 one-bedroom units) of the PBV HAP Contract was executed March 15, 2019; stage 2 (44 one-bedroom units) April 24, 2019; stage 3 (93 one-bedroom units and 15 two-bedroom) effective October 3, 2019; and final stage 4 (13 two-bedroom units) effective January 1, 2020.


Rental Assistance began selecting from the two-bedroom waiting list in the summer of 2019 and since that time, have gone through over 350 applicants in an effort to fill the 28 two-bedroom units. Of those, 135 indicated interest and claimed to qualify for a two-bedroom unit. We have selected all 135 applicants and out of those, 64 returned completed applications. To date, 36 have been determined eligible and 16 of those have been approved to move in by Robinson Flats. Both MDHA and Elmington have marketed these units extensively to find qualified households since last year. Under the PBV program the household composition must warrant a two-bedroom unit, which means an elderly married couple or a single-person household does not qualify for a two-bedroom unit unless the 2nd bedroom is needed as a reasonable accommodation

for a household member with a disability. Despite our exhaustive efforts, there are 12 units remaining that need to lease in order for Elmington to claim credits on those buildings.

Due to time constraints on getting units leased, Elmington Capital Group is requesting to amend the PBV HAP Contract for Robinson Flats to remove up to 12 of the two-bedroom units. There are a few families who have recently been determined eligible by MDHA and are in the compliance/selection phase for Robinson Flats management. Given the complexity of identifying senior applicants who meet both the MDHA PBV program eligibility requirements for a two-bedroom unit and the owner's tenant selection criteria, we are asking the Board to approve.

Removing the vouchers will in no way impact the units remaining affordable. Elmington will continue to restrict these units to the elderly, but will be able to make them available to families at or below 60% AMI, thus remaining affordable. It will also allow Elmington to lease the units to households that might not meet the PBV program occupancy requirements, but do meet the Low Income Housing Tax Credit requirements. For example, a married couple could now occupy a two-bedroom unit without a reasonable accommodation where they could not under the PBV contract.

Board approval is requested to approve removing up to 12 of the two-bedroom units under the Robinson Flats project-based voucher HAP Contract.



Norman Deep