

EXHIBIT A

**GRANT CONTRACT No. 2024-R12-WFBCDC
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION AND
THE WILLIAM FRANKLIN BUCHANAN COMMUNITY DEVELOPMENT CORPORATION**

This Grant Contract issued and entered into by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **THE WILLIAM FRANKLIN BUCHANAN COMMUNITY DEVELOPMENT CORPORATION**, hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing rental units as further defined in the "SCOPE OF PROGRAM." **THE WILLIAM FRANKLIN BUCHANAN COMMUNITY DEVELOPMENT CORPORATION** will be creating 60 affordable housing units located at 204 Safe Harbor Drive, Goodlettsville, TN, 37072, utilizing American Rescue Plan Act (ARP) Funds. The recipient's budget request is incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 30-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the work scope, which is incorporated herein as Exhibit A and attached hereto, and any of its amendments and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend American Rescue Plan Act (ARP) Funds solely for the purposes set forth in the work scope outlined in Exhibit A. These funds shall be expended consistent with the Grant Budget, included in Exhibit B. Although some variation in line-item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a draw category shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of **\$7,000,000**.
- A.4. This Grant Contract by and through the Housing Trust Fund Commission and the Recipient is expressly limited to the Grant award and for the purposes described herein. Prior to the use of any funds, the property must be properly zoned, and it is the sole responsibility of the Recipient to pursue any necessary rezoning or other land use change. This Grant Contract in no way serves to supersede the authority of the Metro Nashville Planning Commission or the Metropolitan Council's authority to approve or deny zoning or land use changes on the proposed property and shall not be used for such purposes.
- A.5. The Metro Housing Trust Fund will review progress at three months and six months to ensure that property acquisition is complete and final project budget has been set. Periodic review will continue throughout project to ensure timeline as set out in application is met. If property acquisition is not complete six months after contract execution or if Recipient does not make satisfactory progress towards project completion as defined in the scope of work or application, Metro reserves the right to rescind this contract and the funds shall be returned to Metro.

A.6. **Additional Conditions for Limited Equity Cooperative Properties:**

1. Recipient shall create the Limited Equity Cooperative entity ("LEC Entity") and convert the project to a Limited Equity Cooperative on or before December 31, 2025 (such date of conversion, the "Cooperative Conversion Date").
2. After the Cooperative Conversion Date, units in the project may be rented only to Rental Tenants. "Rental Tenants" are those legal tenants in the project who are not Qualified Households or who choose not to purchase their unit and any offered shares in the LEC Entity. Upon expiration of a lease with a Rental Tenant, the LEC Entity shall offer renewal leases to Rental Tenants.
3. Upon vacancy of a unit by a Rental Tenant, the LEC Entity must sell the unit and any associated shares in the LEC Entity to a household with an annual income that does not exceed 50 percent of the Area Median Income dependent on family size as determined by the most recent Area Median Income (AMI) guidelines that are published annually by HUD ("Qualified Household").
4. Recipient and, after the Cooperative Conversion Date, the LEC Entity, will allow Metro or a Metro-approved contractor to conduct on-site inspections for compliance with Barnes program requirements including, but not limited to, reviewing Qualified Household documentation submitted for sales of units.
5. Compliance restrictions shall apply for thirty (30) years from the Cooperative Conversion Date, as evidenced by related documentation recorded in the Register's Office for Davidson County, Tennessee.

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 24 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term. Pursuant to Metropolitan Code of Laws § 2.149.040 (G), in the event the recipient fails to complete its obligations under this grant contract within twenty-four months from execution, Metro is authorized to rescind the contract and to reclaim previously appropriated funds from the organization.

C. **PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of Metro under this Grant Contract exceed **Seven Million Dollars (\$7,000,000)**. The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

a. **Acquisition Costs**

Recipient anticipates utilizing the full grant amount for acquisition and will be required to establish an escrow account with a third party, consistent with commonly accepted practices for real estate transactions, such as provided in Exhibit B, which is attached hereto. The final escrow agreement by and between the Recipient and escrow agent shall be approved by the Housing Director and Metro Legal prior to the distribution of funds by Metro to the escrow agent.

b. Grant Draws for Construction Expenses

In the event the full grant amount is not utilized for acquisition, the following draw schedule shall apply to the remainder of funds to be used for construction expenses. Before a draw can be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

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

- 25% Pre-construction draw at execution of project assessment and work scope. Applicable reimbursable expenses include: lead-based paint inspection (if applicable), project assessment, and work-scope development costs.
- Final 75% reimbursement requested on a bi-monthly basis as work progresses.

2) Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete). All draw requests except for the first 25% draw must be inspected before funding.**Construction Grant Draw Process**

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

All invoices shall be sent to:

Barnes Housing Trust Fund
 Planning Department – Housing Division
 PO Box 196300
 Nashville, TN 37219
bfpayments@nashville.gov

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

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

- C.4. Close-out Expenditure and Narrative Report. The Recipient must submit a final grant Close-out Expenditure and Narrative Report, to be received by the Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund within 45 days of project completion in conjunction with the submission of the final draw on the award. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.

- C.8. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- C. 9. Procurement. If applicable, Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 10. Public Meetings. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C.11. Recognition. Any signage, printed materials, or online publications erected at the applicable Project site or elsewhere regarding the Project shall include the following language or language acceptable by Metro acknowledging that the Project is partially funded with a grant from the Barnes Fund for Affordable Housing of the Metropolitan Government of Nashville and Davidson County:

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

Metropolitan Housing Trust Fund Commission
Freddie O'Connell, Mayor
Metropolitan Council of Nashville and Davidson County

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Default and Termination for Cause. Any failure by Owner to perform any term or provision of this Grant Contract shall constitute a "Default" (1) if such failure is curable within 30 days and Recipient does not cure such failure within 30 days following written notice of default from Metro, or (2) if such failure is not of a nature which cannot reasonably be cured within such 30-day period and Recipient does not within such 30-day period commence substantial efforts to cure such failure or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Should the Recipient Default under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or projects under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Subcontracting. The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.

- D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee also recognizes that no person identified as a Covered Person below may obtain a financial interest or benefit from a Metro Housing Trust Fund Competitive Grant assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Covered Persons include immediate family members of any employee or board member of the Grantee. Covered Persons are ineligible to receive benefits through the Metro Housing Trust Fund Competitive Grant program. Immediate family ties include (whether by blood, marriage or adoption) a spouse, parent (including stepparent), child (including a stepbrother or stepsister), sister, brother, grandparent, grandchild, and in-laws of a Covered Person.

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

- D.7. Records. All documents relating in any manner whatsoever to the grant project, or any designated portion thereof, which are in the possession of Recipient, or any subcontractor of Recipient shall be made available to the Metropolitan Government for inspection and copying upon written request by the Metropolitan Government. Furthermore, said documents shall be made available, upon request by the Metropolitan Government, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the grant project, its design and its construction. Said records expressly include those documents reflecting the cost of construction, including all subcontracts and payroll records of Recipient.

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

- D.8. Monitoring. The Recipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by Metro or Metro's duly appointed representatives. The Recipient shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.9. Reporting. The Recipient must submit an Interim Program Report, to be received by the Metropolitan Housing Trust Commission / Barnes Housing Trust Fund, by no later than **June 1, 2025**, and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant

Contract.

- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18 Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses

of such action including Metro's attorney fees and costs at all stages of the litigation.

- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 20. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 21 Licensure. The Recipient and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. Recipient will obtain all permits, licenses, and permissions necessary for the grant project.
- D. 22. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- D. 23. Inspection. The Grantee agrees to permit inspection of the project and/or services provided for herein, without any charge, by members of the Grantor and its representatives.
- D. 24. Assignment—Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall be made by facsimile transmission, email, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

For contract-related matters and enquiries regarding invoices:

Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Planning Department – Housing Division
PO Box 196300
Nashville, TN 37219
bfpayments@nashville.gov

Recipient:

The William Franklin Buchanan Community Development Corporation
Carlina Bell Rollins, Executive Director
4121 Clarksville Pike, Ste. 9
Nashville, TN 37218
(615) 256-4329
carlina@wfbcdc.org

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

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

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO PROGRAM SCOPE:

Peter Westerholm
Peter Westerholm, Chair,
Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:

DocuSigned by:
Kevin Crumbo/mjw 7/2/2024
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Tessa V. Ortiz-Marsh
Assistant Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Risk Management Services

APPROVED BY METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

The William Franklin Buchanan
Community Development Corporation

By: Carlina Bell Rollins

Title: Executive Director

Sworn to and subscribed to before me a
Notary Public, this ___ day
of _____, 2024.

Notary Public

My Commission
expires _____

EXHIBIT B



Barnes Housing Trust Fund Round 12 Work Scope

Organization: The William Franklin Buchanan Community Development Corporation

Grant: ARPA Cooperative Housing for Families

Project: Nashville Limited Equity Housing Co-op

Development Type: Homeownership: Limited Equity Cooperative

Development Address: 204 Safe Harbor Drive, Goodlettsville, TN, 37072

Amount Awarded: \$7,000,000

Number of Barnes-funded Units: 60

Target Populations Served: Families at or below 50% AMI

AMI Targets:

Below 30% AMI	31-60% AMI	61-80% AMI
	60	

Project Timeline:

April - July 2024

In April we will start outreach planning with partners to develop strategy and timeline for meetings with (target) community members and current residents.

Grant contract finalized with Barnes Fund, City council vote

July 2024

Purchasing the complex will be completed by July 15, 2024, according to PSA (NOTE: PSA may be extended further for consistency with timing on finalization of Grant Contract with Barnes Fund, City council vote). As Barnes funding will be used as capital to purchase property, these funds will be expended at that time.

August 2024 - August 2025

Rehab/remodeling/construction and any work that inspection of the property reveals as necessary may start as early as August 2024.

Resident-owner and train-the-trainer training will start in July (or after complex acquisition) with UHAB and conclude as units are move-in ready and construction is completed. UHAB training and co-op board formation starting with the existing tenants who have shown interest in joining the co-op. Community engagement meetings with Co-ops 101 education with support organizations prioritizing target populations, regular Housing Co-op informational sessions for participants of Co-ops 101 training, screening, establish waiting list with families and individuals at or <50% AMI.

During this time we anticipate that the co-op conversion process will be completed and much of the work from a legal perspective will take place to form necessary entities and CLT formation. We will be working with Reno & Cavanaugh on the CLT formation.

Rehab and upgrading units will occur in a least disruptive way for the existing tenants. Tenants might be asked to transition between units in order to complete upgrades/remodel. Some tenants might like to move to a larger or smaller unit if their family use situation has changed since their move-in.

July 2025 - December 2025

FHA loan and permanent closing can take up to 1 year and is anticipated in the summer of 2025 or well before ARPA funds must be expended.

Co-op is established, interim financing is paid off.

CLT is established, CLT and Co-op Boards have been formed.

Ground is lease signed with CLT and co-op.

AGREEMENT REGARDING ESCROW AND DISBURSEMENTS

This **AGREEMENT REGARDING ESCROW AND DISBURSEMENTS**, dated as of the ____ day of _____, 2024 (the "Escrow Agreement"), is made by and among **THE WILLIAM FRANKLIN BUCHANAN COMMUNITY DEVELOPMENT CORPORATION**, a Tennessee nonprofit corporation ("Sponsor"); _____, a Tennessee nonprofit limited liability company whose sole member is Sponsor ("Owner"); and **RENO & CAVANAUGH, PLLC** ("Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to a Purchase and Sale Agreement by and between Sponsor as Buyer and 204 Safe Harbor Drive, LLC, a Delaware limited liability company ("Seller"), as Seller, dated as of February 28, 2024, (as amended, the "Purchase Agreement"), Sponsor has contracted to purchase a 60-unit apartment complex located at 204 Safe Harbor Drive, Goodlettsville, Davidson County, Tennessee (the "Project") for purposes of establishing a limited equity cooperative; and

WHEREAS, pursuant to an Assignment and Assumption of Purchase and Sale Agreement by and between Sponsor as Assignor and Owner as Assignee, Sponsor has assigned its rights and obligations under the Purchase Agreement to Owner; and

WHEREAS, pursuant to a Grant Contract between The Metropolitan Government of Nashville and Davidson County, Tennessee by and through The Metropolitan Housing Trust Fund Commission ("Metro") and The William Franklin Buchanan Community Development Corporation dated as of _____, 2024 (the "Grant Contract"), Sponsor has received a \$7,000,000 grant (the "Grant") to facilitate acquisition of the Project and conversion into a limited equity cooperative, which Sponsor intends to loan to Owner to facilitate Owner's acquisition of the Project (the "Sponsor Loan"); and

WHEREAS, Owner is obtaining a first priority mortgage loan from _____ ("Lender") in the amount of \$_____ to facilitate Owner's acquisition and rehabilitation of the Project (the "Mortgage Loan"), with Owner's acquisition of the Project, the Sponsor Loan, and the Mortgage Loan to close simultaneously in a single closing (the "Closing Date"); and

WHEREAS, if applicable on the Closing Date, Owner will execute and record a Declaration of Condominium (the "Condo Declaration") establishing a condominium arrangement for the Project; and]

WHEREAS, on the Closing Date or project completion, Owner will execute and record "Affordability Restrictions" a establishing long-term affordability covenants on the Project ("Affordability Restrictions" are different than the Barnes Fund Deed of Restrictive Covenant, which will be recorded when the project is completed); and]

WHEREAS, provided the applicable closing conditions of Sponsor, Seller, and Lender are satisfied, Escrow Agent will be authorized and agrees to release and deliver the funds, documents and instruments described below upon receipt of notice from Sponsor pursuant to the terms hereof and Seller and Lender pursuant to separate escrow instructions, if any, provided by Seller and/or Lender, as applicable (any such instructions, the "Third Party Instructions").

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby mutually

covenant and agree as follows:

1. **Definitions.** Each and every of the definitions set forth in the foregoing “introduction” and “whereas clauses” are hereby incorporated into this Escrow Agreement by reference.

2. **Appointment of Escrow Agent.** The parties hereto hereby appoint Escrow Agent as escrow agent to act under and in accordance with the terms and conditions of this Escrow Agreement and Escrow Agent hereby accepts such appointment, subject to the terms and conditions hereof. Escrow Agent has also been engaged by Sponsor and Owner to serve as counsel in the transactions outlined herein; this Escrow Agreement is intended to formalize the closing process and satisfy requirements of the Metro, which will be relying on this Escrow Agreement in releasing the Grant proceeds to Sponsor for use in making the Sponsor Loan and facilitating Owner’s acquisition of the Project.

3. **Deposit into Escrow and Related Matters.**

(a) **Documents.** On or before 5:00 p.m. Nashville, Tennessee time on the date hereof, full PDF copies and the execution counterparts of the following original documents (unless otherwise agreed to) shall be delivered to Escrow Agent (such documents, together with the monies described in Section 3(b) hereof, being sometimes referred to herein as the “Escrow Items”):

(i) Execution counterparts of the documents listed on Schedule I hereto (collectively, the “Transaction Documents”);

(ii) (A) those documents the parties require Escrow Agent to record in the Official Records for Davidson County, State of Tennessee or file with the Secretary of State of Tennessee, as applicable, which documents are listed on Schedule II hereto (collectively, the “Recordable Documents”), and (B) and any and all other documents necessary for the issuance of the Title Policy (as defined below) in accordance with the provisions of this Agreement (together with the Transaction Documents and the Recordable Documents, the “Documents”).

(b) On or before 11:00 a.m. Nashville, Tennessee time on the Closing Date, Owner shall deposit or cause to be deposited with Escrow Agent (according to the wire instructions set forth on Schedule III attached hereto (the “Escrow Agent Wire Instructions”), (1) proceeds from the Grant in the amount of \$7,000,000 to be used in funding the Sponsor Loan, and (2) proceeds from the Mortgage Loan in the amount of \$_____, all to be deposited with the Escrow Agent pursuant to the Escrow Agent Wire Instructions.

4. **Delivery of Policy.** Escrow Agent hereby agrees, as agent for Old Republic National Title Insurance Company, to issue in favor of Owner upon satisfaction of the conditions precedent in Section 5 hereof, an owner’s policy of title insurance (the “Title Policy”) in the form and substance of the proforma policy and endorsements attached at Schedule IV hereto (the “Proforma Policy”).

5. **Closing Conditions.** The parties hereto hereby agree that the following conditions (collectively, the “Closing Conditions”) must be satisfied prior to Sponsor, Owner, and Escrow Agent completing the Closing:

(i) Receipt by Escrow Agent of the Documents and the amounts required to be

wired pursuant to Section 3(b) (the “Funds”);

(ii) Escrow Agent shall have provided confirmation to all parties hereto, on or before 2:00 p.m., central time, on the Closing Date, that its requirements for issuance of the Title Policy in the form of the Proforma Policy upon recordation of the Recordable Documents have been met and that upon satisfaction of the Closing Duties set forth in Section 7, it is ready to record and file the respective Recordable Documents, disburse funds in accordance with the Settlement Statement attached hereto as Schedule V, and close; and

(iii) On or before 2:00 p.m., central time, on the Closing Date, Sponsor, Owner, Seller (or Seller’s counsel), and Lender (or Lender’s counsel), shall have provided oral or email confirmation to the other parties that they are ready to close (including authorization to close pursuant to any Third Party Instructions).

6. **Termination of Agreement.** Notwithstanding anything herein to the contrary, all parties hereto agree that the Closing Conditions must be satisfied no later than 5:00 p.m., central time on _____, 2024 (the “Escrow Termination Date”), or else this Agreement shall terminate and Escrow Agent shall return all Escrow Items, except to the extent authorized in writing by the parties and any Third Party Instructions to extend the Escrow Termination Date and retain the Documents and Funds for an extended time.

7. **Closing Duties of Escrow Agent and other Parties.** The parties hereto hereby agree that:

(a) Upon satisfaction of the Closing Conditions, the following documents and/or funds shall be released, delivered and/or disbursed in accordance with the following procedure:

- (i) Escrow Agent shall proceed to (A) complete any blank dates in the Recordable Documents, (B) properly complete or cause to be completed, prior to filing or recording by the applicable filing or recording office, as applicable, the blanks in each of the Recordable Documents, and (C) properly file and record the Recordable Documents in the official records of Davidson County, Tennessee and with the Tennessee Secretary of State, as applicable, in the order set forth on Schedule II; and
- (ii) Escrow Agent shall pay the closing costs, disbursements and other expenses set forth on the Settlement Statement attached hereto as Schedule V.

(b) Promptly following the completion of the procedure set forth in Section 7(a), (i) Escrow Agent shall deliver, or cause to be delivered, to the other parties hereto fully executed copies of the Documents, and (ii) Escrow Agent, upon receipt from the recording office of confirmation of recording of the applicable Recordable Documents in the official records of Davidson County, Tennessee, shall notify the other parties hereto that such Recordable Documents have been recorded and provide copies of the recorded Recordable Documents to the parties.

(c) Until receipt of confirmation of recording from Escrow Agent pursuant to Section 7(b)(ii) above, Owner shall not authorize or permit the commencement of any work, the supplying of any materials, or any other event that would give rise to any lien or encumbrance that would be entitled to priority over the Mortgage recorded to secure the Loan.

8. Satisfaction and Termination.

(a) Notwithstanding any provision of this Escrow Agreement to the contrary, satisfaction of the Closing Conditions set forth in Section 5 hereof must occur prior to the Escrow Termination Date, unless extended pursuant to the provisions of Section 5(iii).

(b) If the Closing Conditions set forth in Section 5 hereof do not occur prior to the Escrow Termination Date (unless extended pursuant to Section 5(iii)), then the Escrow Agent shall immediately return the Escrow Items to the parties from which they were received.

(c) Notwithstanding the foregoing, this Escrow Agreement shall terminate upon the release, delivery and/or disbursement by the appropriate parties of all documents and/or funds held by them in accordance with the provisions hereof.

9. Amendments. This Escrow Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all of the parties hereto.

10. Counterparts; Facsimile Execution. This Escrow Agreement may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original. A manual signature of this Escrow Agreement which is transmitted in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an email message shall constitute an original signature for all purposes.

11. No Third-Party Beneficiary. Other than Metro pursuant to the provisions of Section 2 above, there shall be no beneficiary of any rights, duties and obligations hereunder other than the parties hereto.

12. Further Assurances. The parties hereto hereby agree to execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as may reasonably be requested by any other party to further evidence the terms and provisions, and more fully carry out the purposes and intents, of this Agreement.

13. Release and Indemnification of Escrow Agent. The parties hereto hereby release the Escrow Agent from and, in addition, Sponsor and Owner agree to defend and hold the Escrow Agent harmless from and against, any and all claims, suits, costs, expenses, liabilities, damages or losses (including, without limitation, reasonable attorneys' fees and expenses through all investigations and proceedings) (collectively, the "Liabilities and Costs") arising hereunder or in connection herewith (except for Liabilities and Costs occasioned by the Escrow Agent's gross negligence or willful misconduct, as applicable). Sponsor and Owner hereby agree to reimburse the Escrow Agent and its directors, officers, employees, agents and attorneys for any Liabilities and Costs incurred by any of them arising hereunder or in connection herewith, except for such Liabilities and Costs occasioned by their gross negligence or willful misconduct. Escrow Agent is serving as counsel to Sponsor and Owner in connection with the transactions contemplated hereby, and, accordingly, the provisions of this Section 13 apply only to the performance by Escrow Agent of its responsibilities pursuant to this Escrow Agreement.

14. Commingling of Funds. The parties hereto hereby agree that any and all moneys deposited and/or held under this Escrow Agreement shall be held by the Escrow Agent in its Tennessee IOLTA account.

15. **Disputes.** If there are any disputes as to whether Escrow Agent is obligated to deliver any of the moneys or documents delivered to it pursuant hereto, Escrow Agent shall not be obligated to make any delivery, but in such event, may hold the same until receipt by Escrow Agent of an authorization in writing signed by all the parties having an interest in such dispute, directing the disposition of same. If such written authorization is not given, or if proceedings for such determination are not commenced and diligently continued, Escrow Agent may, but is not required to, bring an appropriate proceeding for leave to deposit said moneys and/or documents in the registry of a court having jurisdiction in the State of Tennessee pending such determination. Escrow Agent shall be reimbursed by Sponsor and Owner for all costs and expenses incurred in connection with any such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements through all investigations and proceedings. In the event Escrow Agent places the moneys and/or documents it holds in the registry of a court pursuant to this Section 15 and files an action of interpleader naming the parties having an interest in such dispute, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith.

[Remainder of page intentionally left blank]

The following pages to be completed with final escrow agreement, which must be approved by Metro Legal and the Housing Director.

[Add Signature Blocks]

SCHEDULE I

ESCROW AGENT WIRE INSTRUCTIONS

SCHEDULE II

PROFORMA POLICY

ATTACHED

SCHEDULE III

SETTLEMENT STATEMENT

ATTACHED

Signature: Peter Westerholm
Peter Westerholm (Jul 2, 2024 11:58 CDT)

Email: pwesterholm@gnrc.org

Signature: Carlina Bell Rollins
Carlina Bell Rollins (Jul 2, 2024 15:07 CDT)

Email: carlina@wfbcdc.org










WFBCDC Contract (N0623361xD719A)-1

Final Audit Report

2024-07-02

Created:	2024-07-02
By:	Rasheedah Pardue (Rasheedah.Pardue@nashville.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7f6fs8fMA6Mp8MLru5Wla4WIs1pJI53L

"WFBCDC Contract (N0623361xD719A)-1" History

-  Document created by Rasheedah Pardue (Rasheedah.Pardue@nashville.gov)
2024-07-02 - 4:44:12 PM GMT
-  Document emailed to Peter Westerholm (pwesterholm@gnrc.org) for signature
2024-07-02 - 4:44:17 PM GMT
-  Document emailed to Carlina Bell (carlina@wfbcdc.org) for signature
2024-07-02 - 4:44:18 PM GMT
-  Email viewed by Peter Westerholm (pwesterholm@gnrc.org)
2024-07-02 - 4:46:19 PM GMT
-  Document e-signed by Peter Westerholm (pwesterholm@gnrc.org)
Signature Date: 2024-07-02 - 4:58:23 PM GMT - Time Source: server
-  Email viewed by Carlina Bell (carlina@wfbcdc.org)
2024-07-02 - 8:05:38 PM GMT
-  Signer Carlina Bell (carlina@wfbcdc.org) entered name at signing as Carlina Bell Rollins
2024-07-02 - 8:07:42 PM GMT
-  Document e-signed by Carlina Bell Rollins (carlina@wfbcdc.org)
Signature Date: 2024-07-02 - 8:07:44 PM GMT - Time Source: server
-  Agreement completed.
2024-07-02 - 8:07:44 PM GMT