

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
BY AND THROUGH
THE METROPOLITAN HOUSING TRUST FUND COMMISSION
AND
BE A HELPING HAND FOUNDATION**

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 Be a Helping Hand Foundation hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." Be a Helping Hand Foundation will be adding 2 affordable housing units located at 2124 14th Ave N, Nashville, TN 37208. The recipient's budget request, financial statements or audit, 501(c)3 letter, and/or charter documents are incorporated herein. 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 application and any of its amendments, which application is incorporated herein, and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in their application or proposal for grant funding which is incorporated herein. These funds shall be expended consistent with the Grant Budget, included in Attachment A. Although some variation in line-item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a line-item shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$449,341.

Additional Conditions for Rental Properties:

1. Tenants must be income-eligible at the time of initial occupancy, and Recipient must certify all incomes annually and maintain a certified rent roll. In the event a tenant's income increases above the income-requirement for the unit, the tenant is not disqualified from remaining in the unit. However, the tenant's rent shall be adjusted to the corresponding AMI level for the next lease term.
2. The Recipient will provide Metro with a management plan program oversight which includes certification of the rents, utility allowances and tenant incomes. The Grantee shall also provide Metro an annual certification that Barnes rental requirements are being met throughout the compliance period.
3. The Grantee will allow Metro or a Metro-approved contractor to conduct on-site inspections of the grantee for compliance Barnes program requirements including, but not limited to, reviewing tenant income calculations, rent determinations and utility allowances.
4. Compliance restrictions on both tenant income and maximum rents shall apply for thirty (30) years from the date of issuance of the certificate of occupancy for the final building within the project. If a certificate of occupancy is not issued, the compliance period will begin on the date of recordation of the notice of completion for the project.

5. Recipient shall not increase rents during a lease term.

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 Four Hundred Forty-Nine Thousand Three Hundred Forty-One Dollars (\$449,341). 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. **Grant Draws**

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

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

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

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

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

The above is the preferred draw method. Metro may occasionally fund based on a true percentage of completion as noted in a Construction Inspection report or if

the application requested funds for land acquisition, understanding that the initial 12.5% or acquisition draw may overfund the grant, requiring later draws to be reduced.

2) **Construction Grant Draw Process**

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

All invoices shall be sent to:

Barnes Housing Trust Fund
Planning Department – Housing Division
800 2nd Avenue South
Nashville, TN 37210
(615) 862-7190

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 the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. Unallowable Costs. The Recipient's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.
- C.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. 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

John Cooper, 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 September 1, 2023 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 in the form required by Metro.
- 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
800 2nd Avenue South
Nashville, TN 37210
(615) 862-7190
Ashley.Brown2@Nashville.Gov

Recipient:

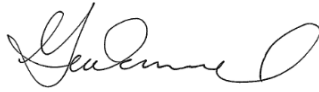
Be a Helping Hand Foundation
Mark Wright, Executive Director
827 West McKennie Avenue
Nashville, TN 37208
(615) 227-6000
mwright@bahelpinghand.org

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

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THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:

APPROVED AS TO PROGRAM SCOPE:



Gina Emmanuel, Chair,
Metropolitan Housing Trust Fund
Commission

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:

Director of Risk Management Services

APPROVED BY METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

Be a Helping Hand Foundation

By: 

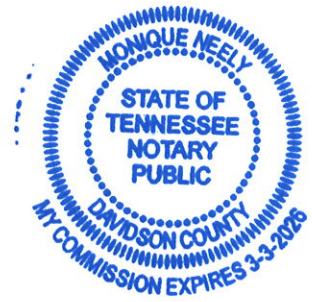
Title: Executive Director

Sworn to and subscribed to before me a
Notary Public, this 24th day
of August, 2022.

Notary Public



My Commission
expires March 3, 2026



BARNES HOUSING TRUST FUND PROJECT BUDGET

Unit Address	2124A 14th Ave N Plan UD1710A	2124B 14th Ave N Plan UD1710B			
Development Type	Single Family	Single Family			
Accessible Bus Line Routes	YES	YES			
Number of Studios	n/a	n/a			
Number of 1 Bedrooms	n/a	n/a			
Number of 2+ Bedrooms	(1) 4 Bedroom	(1) 4 Bedroom			
Square Feet	Living 1662; Porches 144	Living 1662; Porches 144			
Number of Stories	1	1			
Acquisition Costs					
Vacant Land	\$ -				
Land with Structure	\$ 145,000.00	\$ 145,000.00			
Title & Recording	\$ -				
Legal	\$ -				
Total	\$ 145,000.00	\$ 145,000.00	\$ -	\$ -	
Predevelopment Costs					
Appraisals	\$ 650.00	\$ 650.00			\$ 1,300.00
Survey (boundary & footing)	\$ 2,950.00	\$ 2,950.00			\$ 5,900.00
Construction Loan Closing Cost	\$ 3,208.40	\$ 3,208.40			\$ 6,416.80
Construction Loan Interest	\$ 1,742.61	\$ 1,742.61			\$ 3,485.22
Title Insurance (Construction Loan)	\$ 1,652.80	\$ 1,652.80			\$ 3,305.60
Insurance (Builder's Risk)	\$ 1,469.64	\$ 1,469.64			\$ 2,939.28
Construction Documents/Plans	\$ 1,150.00	\$ 1,150.00			\$ 2,300.00
Engineering (In-fill Plans)	\$ 1,500.00	\$ 1,500.00			\$ 3,000.00
Planning/Zoning	\$ -	\$ -			\$ -
Attorney Fees (HPR)	\$ 450.00	\$ 450.00			\$ 900.00
Attorney Fees (Quiet Title)	\$ -	\$ -			\$ -
Permanent Loan Closing Cost	\$ 897.80	\$ 897.80			\$ 1,795.60
Lead Base Paint Report	\$ 400.00	\$ 400.00			\$ 800.00
Total	\$ 16,071.25	\$ 16,071.25	\$ -	\$ -	\$ 32,142.50

BARNES HOUSING TRUST FUND PROJECT BUDGET

Construction Costs				
Project Management Fee	\$ 7,560.00	\$ 7,560.00		\$ 15,120.00
Permit	\$ 15,300.00	\$ 15,300.00		\$ 30,600.00
Footer/Foundation	\$ 10,710.00	\$ 10,710.00		\$ 21,420.00
Rough Plumbing	\$ 8,925.00	\$ 8,925.00		\$ 17,850.00
Debris Removal/Dumpster	\$ 510.00	\$ 510.00		\$ 1,020.00
Project Management Fee	\$ 5,737.00	\$ 5,737.00		\$ 11,474.00
1st Deck	\$ 2,550.00	\$ 2,550.00		\$ 5,100.00
Framing-Stick Shell	\$ 76,500.00	\$ 76,500.00		\$ 153,000.00
Roof Sheathing	\$ 4,590.00	\$ 4,590.00		\$ 9,180.00
Exterior Siding/Masonry	\$ 4,845.00	\$ 4,845.00		\$ 9,690.00
Interior Partitions/retainer	\$ 7,650.00	\$ 7,650.00		\$ 15,300.00
Roof Shingles	\$ 15,300.00	\$ 15,300.00		\$ 30,600.00
Project Management Fee	\$ 1,275.00	\$ 1,275.00		\$ 2,550.00
Rough Electric	\$ 5,100.00	\$ 5,100.00		\$ 10,200.00
Rough Heating/AC	\$ 10,200.00	\$ 10,200.00		\$ 20,400.00
Doors/Windows	\$ 7,650.00	\$ 7,650.00		\$ 15,300.00
Insulation	\$ 3,825.00	\$ 3,825.00		\$ 7,650.00
BlueBoard/Plaster/Drywall	\$ 7,650.00	\$ 7,650.00		\$ 15,300.00
Project Management Fee	\$ 2,550.00	\$ 2,550.00		\$ 5,100.00
Interior Finish/Woodwork	\$ 6,375.00	\$ 6,375.00		\$ 12,750.00
Interior Paint/Stain	\$ 7,650.00	\$ 7,650.00		\$ 15,300.00
Debris Removal/Dumpster	\$ 510.00	\$ 510.00		\$ 1,020.00
Kitchen Cabinets	\$ 5,100.00	\$ 5,100.00		\$ 10,200.00
Countertops	\$ 1,530.00	\$ 1,530.00		\$ 3,060.00
Garage Doors	\$ 1,785.00	\$ 1,785.00		\$ 3,570.00
Finish Floors & all Ceramic	\$ 1,530.00	\$ 1,530.00		\$ 3,060.00
Finish Floors -Hardwood	\$ 5,610.00	\$ 5,610.00		\$ 11,220.00
Finish Heat	\$ 510.00	\$ 510.00		\$ 1,020.00
Finish Plumbing	\$ 510.00	\$ 510.00		\$ 1,020.00
Finish Electric	\$ 2,167.00	\$ 2,167.00		\$ 4,334.00
Appliances (kitchen)	\$ 2,040.00	\$ 2,040.00		\$ 4,080.00
Exterior Paint	\$ 7,650.00	\$ 7,650.00		\$ 15,300.00
Landscaping	\$ 1,275.00	\$ 1,275.00		\$ 2,550.00
Driveway/Walks	\$ 8,925.00	\$ 8,925.00		\$ 17,850.00
Decks	\$ 2,550.00	\$ 2,550.00		\$ 5,100.00
Completion/Cleanup	\$ 855.00	\$ 855.00		\$ 1,710.00

BARNES HOUSING TRUST FUND PROJECT BUDGET

		\$ -		\$ -	
Sub-Total	\$ 254,999.00	\$ 254,999.00	\$ -	\$ -	\$ 509,998.00
Other					
Flat Work (Side Walks)	\$ 9,000.00	\$ 9,000.00			\$ 18,000.00
Water/Sewer Taps	\$ 15,000.00	\$ 15,000.00			\$ 30,000.00
Land Development (Tree Removal)	\$ 6,000.00	\$ 6,000.00			\$ 12,000.00
Garage 17'x20' Open Back	\$ 22,260.00	\$ 22,260.00			\$ 44,520.00
Demolition	\$ 3,000.00	\$ 3,000.00			\$ 6,000.00
Extending Retaining Wall	\$ 9,154.00	\$ 9,154.00			\$ 18,308.00
Contractor Profit	\$ 30,600.00	\$ 30,600.00			\$ 61,200.00
Sub-Total	\$ 95,014.00	\$ 95,014.00	\$ -	\$ -	\$ 190,028.00
6% Increase over previous 60 day start date	\$ -	\$ -	\$ -	\$ -	
Construction Contingency	\$ 34,086.00	\$ 34,086.00	\$ -	\$ -	
3% Increase over previous 60 day start date (COVID-19 Material Surge)	\$ -	\$ -	\$ -	\$ -	
Sub-Total	\$ 34,086.00	\$ 34,086.00	\$ -	\$ -	\$ 68,172.00
Total Construction Cost	\$ 400,170.25	\$ 400,170.25	\$ -	\$ -	\$ 800,340.50
Total Cost per Unit	\$ 400,170.25	\$ 400,170.25	\$ -	\$ -	
Developer's Fee (Barnes)	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	
Developer's Fee MDHA)	\$ 29,500.00	\$ 29,500.00			
Total Cost/Unit	\$ 449,670.25	\$ 449,670.25	\$ -	\$ -	
Total Project Cost (including Land Cost)	\$ 594,670.25	\$ 594,670.25	\$ -	\$ -	\$ 1,189,340.50

BARNES HOUSING TRUST FUND RENTAL OPERATING PROFORMA

Property Address: 2124 14th Ave	Annual Inflation Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
REVENUE	103										
Gross Rent	3%	27504.00	28329.12	29178.99	30054.36	30955.99	31884.67	32841.21	33826.45	34841.24	35886.48
Vacancy Rate	3%		849.87	875.37	901.63	928.68	956.54	985.24	1014.79	1045.24	1076.59
Adjusted Gross Income		27504.00	27479.25	28303.62	29152.73	30027.31	30928.13	31855.98	32811.66	33796.01	34809.89
Other Income	3%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operational Subsidies	3%		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Income		27504.00	27479.25	28303.62	29152.73	30027.31	30928.13	31855.98	32811.66	33796.01	34809.89
Operating Expenses											
Administrative	0.40%	2750.40	2761.40	2772.45	2783.54	2794.67	2805.85	2817.07	2828.34	2839.65	2851.01
Maintenance/Upkeep	0.40%	1000.00	1004.00	1008.02	1012.05	1016.10	1020.16	1024.24	1028.34	1032.45	1036.58
Utilities/Trash	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.40%	5690.00	5712.76	5735.61	5758.55	5781.59	5804.71	5827.93	5851.24	5874.65	5898.15
Insurance	0.40%	1380.00	1385.52	1391.06	1396.63	1402.21	1407.82	1413.45	1419.11	1424.78	1430.48
Legal	0.40%	500.00	502.00	504.01	506.02	508.05	510.08	512.12	514.17	516.23	518.29
Advertising	0.40%	525.00	527.10	529.21	531.33	533.45	535.58	537.73	539.88	542.04	544.21
Supplies	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterminating	0.40%	300.00	301.20	302.40	303.61	304.83	306.05	307.27	308.50	309.74	310.97
Mowing/Lawn Care	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense		12145.40	12193.98	12242.76	12291.73	12340.90	12390.26	12439.82	12489.58	12539.54	12589.70
Reserve for Replacement	0.04	1000.00	1040.00	1081.60	1124.86	1169.86	1216.65	1265.32	1315.93	1368.57	1423.31
Net Operating Income		14358.60	14245.26	14979.27	15736.14	16516.56	17321.22	18150.84	19006.15	19887.90	20796.88
DEBT SERVICE - Sources											
CITC (15 Year Variable) \$180,000		12000.00	12000.00	12000.00	12000.00	12000.00	12000.00	12000.00	12000.00	12000.00	12000.00
4% under prime -currently 3.25%											
Lending rate .0%											
Total Debt Service		12000	12000	12000	12000	12000	12000	12000	12000	12000	12000
Debt Coverage Ratio		1.20	1.19	1.25	1.31	1.38	1.44	1.51	1.58	1.66	1.73
Operating Reserve	0.04	1000.00	1040.00	1081.60	1124.86	1169.86	1216.65	1265.32	1315.93	1368.57	1423.31
TOTAL CASH FLOW		1358.60	1205.26	1897.67	2611.28	3346.70	4104.57	4885.52	5690.21	6519.33	7373.57

BARNES HOUSING TRUST FUND RENTAL OPERATING PROFORMA

	Annual Inflation Rate	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
REVENUE											
Gross Rent	3%	36963.08	38071.97	39214.13	40390.55	41602.27	42850.34	44135.85	45459.92	46823.72	48228.43
Vacancy Rate		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjusted Gross Income		36963.08	38071.97	39214.13	40390.55	41602.27	42850.34	44135.85	45459.92	46823.72	48228.43
Other Income	3%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operational Subsidies	3%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Income		36963.08	38071.97	39214.13	40390.55	41602.27	42850.34	44135.85	45459.92	46823.72	48228.43
Operating Expenses											
Administrative	0.40%	2862.42	2873.87	2885.36	2896.90	2908.49	2920.13	2931.81	2943.53	2955.31	2967.13
Maintenance/Upkeep	0.40%	1040.73	1044.89	1049.07	1053.27	1057.48	1061.71	1065.96	1070.22	1074.50	1078.80
Utilities/Trash	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.40%	5921.74	5945.43	5969.21	5993.09	6017.06	6041.13	6065.29	6089.55	6113.91	6138.37
Insurance	0.40%	1436.20	1441.95	1447.72	1453.51	1459.32	1465.16	1471.02	1476.90	1482.81	1488.74
Legal	0.40%	520.36	522.45	524.54	526.63	528.74	530.85	532.98	535.11	537.25	539.40
Advertising	0.40%	546.38	548.57	550.76	552.96	555.18	557.40	559.63	561.87	564.11	566.37
Supplies	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterminating	0.40%	312.22	313.47	314.72	315.98	317.24	318.51	319.79	321.07	322.35	323.64
Other	0.40%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense		12640.05	12690.61	12741.38	12792.34	12843.51	12894.89	12946.47	12998.25	13050.24	13102.45
Reserve for Replacement	0.40%	1466.01	1471.88	1477.76	1483.67	1489.61	1495.57	1501.55	1507.56	1513.59	1519.64
Net Operating Income		22857.01	23909.48	24994.99	26114.53	27269.15	28459.88	29687.83	30954.11	32259.89	33606.34
DEBT SERVICE - Sources											
CITC (15 Year Variable)		12000.00	12000.00	12000.00	12000.00	12000.00	0.00	0.00	0.00	0.00	0.00
4% under prime -currently 3.25%											
Lending rate .0%											
Total Debt Service		12000.00	12000.00	12000.00	12000.00	12000.00	0.00	0.00	0.00	0.00	0.00
Debt Coverage Ratio		1.90	1.99	2.08	2.18	2.27	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Operating Reserve	0.40%	1429.01	1434.72	1440.46	1446.22	1452.01	1457.81	1463.65	1469.50	1475.38	1481.28
TOTAL CASH FLOW		9428.01	10474.76	11554.53	12668.31	13817.14	27002.07	28224.18	29484.61	30784.51	32125.06

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Be A Helping Hand

Foundation

ARTICLE I

Be A Helping Hand Foundation

The name of the Corporation is Be A Helping Hand Foundation. It is intended that the Corporation shall have the status of Corporation which is exempt from federal income taxation under Section 501 (a) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future federal tax laws not for profit, as an organization described in Section 501 (c) (3) of the Code.

ARTICLE II

OFFICES

Section 2.1 Corporate Office. The principal office of the Corporation shall be located at 827 West McKennie Avenue, Nashville, Tennessee, 37206. In addition to its registered and principal offices the corporation may have other offices and/or facilities at such other places as the Board of Trustees may from time to time determine and as the business of the Corporation may require. The address of the principal office may be changed by the Board of Trustees by amendment to the Corporation's Charter.

Section 2.2 Registered Office: The registered office of the Corporation required to be maintained in the State of Tennessee Nonprofit Corporation Act, as amended from time to time may, but need not, be identical with the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by Board of Trustees.

ARTICLE III

PURPOSE AND USE OF FUNDS

Section 3.1 Purposes. The purpose of the Corporation is to provide training and education to young men and women in the construction industry as well as assist with finding employment. The Corporation is to build homes including affordable homes for low and medium income families. The Corporation is organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501 © (3) of the Code, including the receipt and acceptance of property, whether real, personal, or mixed, by gift or bequest from any person or entity; the retention, administration and investment of such property in accordance with the terms of the Corporation's Charter and these By-Laws; and the distribution of such property for the Charitable Purposes as herein delineated and/or (a) one or more organizations described in Section 501 (c) (3) of the Code and either Section 509 (a) (1) or Section 509 (a) (2) of the Code, Contributions to which are deductible under Section 170 (c) (2), Section 2055 (a) and Section 2522 (a) of the Code, or (b) A State, a possession of the United States, or any political subdivision of any of the forgoing, or the United States or the District of Columbia, contribution to which are deductible under Section 170 (c) (1), Section 2055 (a) and Section 2522 (a) gift or bequest of property be received or accepted in such a manner as to require the disposition of its income or principal to any person, governmental unit or organization, other than a Qualified Beneficiary or for other than Charitable Purposes.

Section 3.2 Use of Funds. In making distribution to effectuate the religious, charitable, scientific, literacy and educational purposes of the Corporation, as delineated in Section 3.1 above, the Board of Trustees shall have the authority to make distributions if both income and principal in such promotions and amounts as the Board of Trustees, in its discretion, determines advisable, provided that all such distributions are consistent with all applicable federal tax laws and regulations as herein provide. The Corporation is not formed for financial or pecuniary gain; and no part of the assets, income, nonprofits of the Corporation shall be distributable to, or inure to; the benefit of its trustees or officers or any other private person, except as provided in Section 5.11. Section 6.10 and Article XI as reimbursement for expenses or reasonable compensation for services rendered to the Corporation, as set forth in the Charter and Section 3.1 above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or be the participation in, or intervention in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

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Section 3.3 Administration of Funds. In the event the Corporation is a private foundation within the meaning of Section 509 of the Code for a taxable year, the Corporation (a) tax on undistributed its income for each tax year in such manner so that it will not become subject to the tax on undistributed income for each tax year in such a manner so that it will not become subject to the of self-dealing, as defined in Section 4941 (d) of the Code (c) shall not retain any excess business holdings, as defined in Section 4943 (c) of the Code; (d) shall not make any investments in a manner expenditures, as defined in Section 4945 (d) of the Code. In order to fully effectuate the provisions of these Sections the Corporation shall adopt such procedures, and shall otherwise adhere to such administrative requirements as may from time to time be necessary, in order to fully comply with all applicable federal tax laws and regulations.

Section 3.4 Termination of Corporation. The Board of Trustees shall have the authority to terminate the Corporation at any time that, by a unanimous vote, it deems such termination appropriate appropriate or advisable. In such event, after paying, or making provision for the payment of all liabilities of the Corporation exclusively for Charitable Purposes, any assets not so distributed shall be distributed to one or more Qualified Beneficiaries, as the Board of Trustees shall determine. Any assets not so disposed of by the Board of Trustees shall be disposed of by the court having equity jurisdiction in the county in which the principal; office of the Corporation is then located, with the distribution of assets to be made for such Charitable Purposes, or to such Qualified Beneficiaries, as such court shall determine.

ARTICLE IV

MEMBERS

Section 4.1 Non-Members. The Corporation shall have members with no voting rights, no meeting requirements, and no compensations. Memberships are given to donors who contribute between \$500.00 or more to the organization. Recognition of membership will be distributed in publication.

Be A Helping Hand Foundation shall maintain at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations.

Section 4.2 Low-Income Program Beneficiaries. For any housing project undertaken by this organization there shall be a formal process by which we gather input from intended beneficiaries, low-income residents of the proposed area, and other community member. This process will include temporarily expanding our governing board to include neighbors during the planning and development of the housing project.

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ARTICLE V

BOARD OF TRUSTEES

Section 5.1 General Powers. The business and affairs of the Corporation shall be supervised by its Board of Trustees, which shall exercise in the name of and behalf of the Corporation all of the rights and privileged legally exercisable by the Corporation as a corporate entity, except as many otherwise be provided by law, the Charter, or these By-laws. The Board of Trustees, as the governing body of the Corporation, shall have the authority to receive, administer, invest and distribute property on behalf of the Corporation in accordance with the provisions set forth in these By-laws. May serve as committee members and give advice or make recommendations.

Section 5.2 Number, Tenure and Qualifications. The number of the members of the Board of Trustees shall be not less than three (3) not more than nine (9). However, the number of trustees may be increased or decreased from time to time by the Board of Trustees by amendment of these By-laws, but no decrease shall have the effect of shortening the term of an incumbent trustee or reducing the number of trustees below three (3). The initial members of the Board of Trustees shall be appointed by the Incorporate(s) for staggered terms of approximately one, two and three years, in order properly to stagger the terms thereafter and permit expiration of terms immediately following the annual meeting.

In the event additional members are added to the Board of Trustees, the initial terms of office of such additional trustees shall be staggered in such a manner to assure that the terms of office of not more than one-half (1/2) of all of the trustees will expire in any one year. The initial members of the Boards of Trustees shall be appointed by the Incorporate(s) to serve until after the first annual meeting of the Board of Trustees and until his or her successor shall have been elected and qualified. At its annual meeting, the Board of Trustees shall elect individuals to serve on the Board of Trustees for a term that does not exceed a period of five (5) years. Each trustee shall hold office until his or her term shall have expired and his or her successor shall have been elected and qualified, or until his or her earlier resignation, removal from office, or death. A retiring trustee may succeed himself or herself. Trustees shall be natural persons who have attained the age of twenty-one (21) years, but need not be residents of the State of Tennessee.

Section 5.3 Advisor Members. The Board of Trustees may elect advisory members from time to time, who may attend, without vote, all meetings of the Board of Trustees. Advisory members shall serve at the pleasure of Board of Trustees and shall advise and Counsel the Board of Trustees on appropriate matters.

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Section 5.4 Annual Meeting. The annual meeting of the Board of Trustees shall be held within or without the State of Tennessee on the last business day of the fifth (5th) month following the close of the Corporation's fiscal year, or at such other time and date prior thereto and following the close of the Corporation's fiscal year as shall be determined by the Board of Trustees. The purpose of the annual meeting shall be to elect trustees and officers and transact such other business as may properly be brought before the meeting. If the election of trustees and officers shall not be held on the day herein designated for any annual meeting of the Board of Trustees, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Board of Trustees as soon thereafter as may be convenient.

Section 5.5 Special Meetings. Special meetings of the Board of Trustees may be called by the President, or at the request of any trustee. The President shall fix the time and place, either within or without the State of Tennessee, of any special meeting.

Section 5.6 Notices. Notice of any special meeting shall be given at least five (5) business day's prior thereto. The attendance of a trustee at a meeting shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The business to be transacted at, or the purpose of, any special meeting of the Board of Trustees must be specified in the notice of such meeting and no other business shall be transacted at that meeting.

Section 5.7 Quorum. A majority of the total number of Trustees in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees.

Section 5.8 Participation in Meetings. Each Trustee other than an advisory member shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board of Trustees. The affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, except as may otherwise be specifically provided by law, by the Charter, or by these By-laws. Members of the Board of Trustees absent from any meetings shall be permitted to vote at such meetings by written proxies. The members of the Board of Trustees or any committee designated by the Board of Trustees, may participate in a meeting of the Board of Trustees, or of such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another; and participation in a meeting pursuant to this provision shall constitute in person at such meeting. The Trustees shall be promptly furnished a copy of the minutes of the meetings of the Board of Trustees.

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Section 5.9 Actions Without A Meeting. Any action required or permitted to be taken at a meeting by the Board of trustees, or by any committee, as the case may be, consent in writing to taking such action without a meeting. If all members entitled to vote on the action shall consent in writing to taking such action without a meeting, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Board of Trustees. The action must be evidenced by the one (1) or more counterparts signed by each members entitled to vote on the action indicating each signing member's vote or abstention on the action taken. All such written consents and actions shall be filed with the minutes of the proceedings of the Board of Trustees or committee.

A consent signed under this Section shall have the same force and effect as a meeting vote of the Board of Trustees, or any committee thereof, and may be described as such in any document.

Section 5.10 Vacancies. Any vacancy occurring in the Board of Trustees including vacancies created by the removal of trustees without cause or for cause may be filled by the affirmative vote of a majority of the remaining trustees in office, so long as the requirements of Section 5.2 are satisfied. A Trustee elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office, or if there is no predecessor until the next election of Trustees. If a vacancy is not filled within ninety (90) days of the event which resulted in there being fewer Trustees than required by the Charter of By-laws, any Trustee may apply to a court having equity jurisdiction in the county in which the Corporation has it's principal office to have such court appoint a sufficient number of Trustees so that the Corporation will have the number of Trustees required by its Charter or By-laws, whichever number is greater. Any trusteeship to be filled by reason of an increase in the number of trustees may be filled by election by the Board of Trustees for a term of office continuing only until the next election of trustees.

Section 5.11 Compensation and Reimbursement of Expenses. Each trustee shall be entitled to receive reasonable compensation, as may from time to time be set by the Board of Trustees for services rendered to the Corporation. In addition, each trustee may be paid his or her reasonable expenses incurred by the trustee directly related to the affairs of the Corporation upon prior approval by the Board of Trustees and proper substantiation of such expenses. No such payments shall preclude any trustee from serving the Corporation in any capacity and receiving compensation therefore.

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Section 5.12 Presumption of Assent. A trustee of the Corporation who is present at a meeting of the Board of Trustees at which action on any Corporation matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be presumed to have assented to the action taken, unless his or dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a trustee who voted in favor of such action.

Section 5.14 Registration. A trustee may resign his or her membership at any time by tendering his or her resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

ARTICLE VI

OFFICERS

Section 6.1 Number. There shall be a resident and a Secretary of the Corporation, each of whom shall be elected in accordance with the provisions of this Article. The Board of Trustees may also elect one (1) or more Vice-Presidents, a Treasurer, and such other assistant officers, as the Board of Trustees may from time to time deem necessary or appropriate. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

Section 6.2 Election and Term of Office. The initial officers of the Corporation shall be elected by the incorporator(s) for a term of office expiring immediately following the first annual meeting of the Corporation. The Board of Trustees at its annual meeting shall elect the officers of the Corporation annually. If the election of the officers shall not be held at such meeting, such election shall not be held at such meeting, such election shall be held, as soon thereafter as may be convenient. Each officer shall hold office for a term of one (1) year expiring immediately following the annual meeting at which he or she was elected and until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, or removal from office in the manner hereinafter provided. A retiring officer may not succeed himself or herself in office, but may be eligible for election to another office or to the Board of Trustees.

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Section 6.3 President. The President shall be the principal executive officer of the Corporation. He or she shall, when present, preside at all meetings of the Board of Trustees and the Executive Committee, and shall in general perform all of the duties, and have all of the authority, incident to the office of the chief executive officer of a corporation, and such other duties as may from time be prescribed by the Board of Trustees. The President may sign, with the Secretary or any officer thereunto authorized by the Board of Trustees deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board if Trustees or these By-Laws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.

Section 6.4 Vice-President. In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated at the time of the election) shall perform the duties of the President (pending election, if necessary, of a successor pursuant to Section 6.8 below) and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such duties as may from time to time be assigned to him or her by the Board of Trustees.

Section 6.5 Secretary. The Secretary will keep the minutes of the proceedings of the Board of Trustees in one or more books provided for that purpose: see that all notices are duly given in accordance with the provisions of these By-laws or as required by the law: be custodians of the corporate records and of the seal, if any, of the Corporation and see that the seal is affixed to all documents, the execution of which address shall be furnished to the Secretary by each trustee: and in general perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him or her by the President of the Board of Trustees.

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Section 6.6 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of all the Corporations; received and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be select in accordance with the provisions of Article VIII of these By-laws; disburse the funds of the Corporation in accordance with the directives of the Board of Trustees, taking proper vouchers for such disbursements, and render to the Board of Trustees, and accounting and all the transactions of the Treasurer and of the financial conditions of the Corporation; and in general perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him or her by the President or other Board of Trustees.

Section 6.7 Removal. Any member of the Board of Trustees removed from office pursuant to Section 513 shall be automatically removed as an officer, The Board of Trustees may by a two-thirds (2/3) vote remove any officer when in its judgment, the best interests of the Corporation will be served thereby. Chairperson serves 5 years a 2/3 vote must carry for two consecutive meeting for the removal.

Section 6.8 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the affirmative vote of a majority of the Board of Trustees for the un-expired portion of the term.

Section 6.9 Resignations. An officer may resign his or her office at any time by tendering his or her resignation in writing to the President, or in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such n, or if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

Section 6.10 Salaries Expenses. The officers of the Corporation shall be entitled to reasonable compensation, as may be set by the Board of Trustees from time to time for services rendered to the Corporation. Reasonable expenses incurred by all of the officers of the Board of Trustees in the course of coordination shall be reimbursed by the Corporation upon proper substantiation. No officer shall be prevented from receiving receiving reasonable compensation by reason of the fact that he also is a member of the Board of Trustees.

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ARTICLE VII

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 7.1 Appointment of Executive Committee. The Board of Trustees by resolution adopted by a majority of its voting members, may designate three (3) or more of its members to constitute an Executive Committee and shall hold office until the next annual meeting of the Board of Trustees following his or her designation and until his or successor has been appointed and qualified. The designation of the Executive Committee and the delegation of authority thereto shall not operate to relieve the Board of Trustees, or any member thereto, of any responsibility by law.

Section 7.2 Authority of Executive Committee. The Executive Committee. The Executive Committee, when the Board of Trustees is not in session, shall have and may exercise all the authority of the Board of Trustees except to the extent, if any that such authority shall be limited by the resolution appointing to the Executive Committee or by these By-Laws. All action taken by the Executive Committee shall be subject to ratification by the Board of Trustees. However, the Executive Committee shall not have the authority of the Board of Trustees with respect to filling any vacancy on the Board of Trustees; amending or repealing any resolution of the Board of Trustees which by its express terms is not so amendable or repealable; amending or repealing the Charter or the By-laws of the Corporation; adopting a plan of merger or consolidation, selling, leasing, or otherwise disposing of all or substantially all the property and assets of the Corporation other than in the usual and regular course of its business; or voluntarily dissolving the Corporation or revoking a voluntary dissolution.

Section 7.3 Meeting of Executive Committee. Regular meetings of the Executive Committee may be held at such times and places as the Executive Committee may from time to time fix by resolution. Special meetings of the Executive Committee may be called by any member upon concurrence of a majority of the members of the Executive Committee upon not less than three (3) business days' notice prior thereto. The notices provided for in this Section shall state the place, date, and hour of the meeting, and the business proposed to be transacted at the meeting.

Section 7.4 Quorum of Executive Committee. A majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof. Action of the Executive Committee must be authorized by the affirmative vote of a majority of all voting members present at a meeting at which a quorum is present.

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Section 7.5 Action of Executive Committee. *Without a Meeting.* Any action required or permitted to be taken by the Executive Committee without a meeting may be taken without a meeting in accordance with the revisions of Section 5.9 of these By-Laws.

Section 7.6 Executive Committee Procedures. The Executive Committee shall fix its own rules of procedure, provided such rules are not inconsistent with these By-Laws. The Executive Committee shall keep regular minutes of its proceedings and report its proceedings to the Board of Trustees for its information at the next meeting of the Board of Trustees held after such proceedings.

Section 7.7 Vacancies, Resignations and Removal. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the voting members of the Board of Trustees. Any member of the Executive Committee may be removed at any time with or without cause by resolution adopted by a majority of the voting members of the Board of Trustees. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.8 Standing Committees. The Board of Trustees may maintain such standing committees as it may determine from time to time to be necessary or desirable for its proper functioning. Such committees shall consist of three (3) or more members, shall be under the control and the control and serve at the pleasure of the Board of Trustees of these By-Laws shall maintain a permanent record of actions and proceeding and shall regularly submit a report of their action actions to the Boards of Trustees which shall ratify the actions of each committee. The President, or his or her designee shall serve on each Committee as and ex-officio member. Such standing committees shall have such authority as the Board of Trustees may stipulate, except that no committee shall have the authority of the Board of Trustees with respect to those matters delineated in Section 5.2 above.

Section 7.9 Ad Hoc Committee. The President, with the approval of the Board of Trustees as evidenced by resolution, may from time to time create such ad hoc committees, as the President believes necessary or desirable to investigate matters or advise the Board of Trustees. Ad Hoc Committees shall limit their activities to the accomplishment of the tasks for which created and shall have no power to act except as specifically conferred by resolution of the Board of Trustees. Such committees shall operate until their tasks have been accomplished or until discharged by the Board of Trustees.

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**ARTICLE VIII
CONTRACTS, LOANS, CHECKS, DEPOSITS, INVESTMENTS**

Sections 8.1 Contracts and Employment of Agents. The Board of Trustees may authorize any trustee, officer or agent to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Corporation. The Board of Trustees shall be specifically authorized, in its sole discretion, to employ and to pay the compensation of such agents, accountants, custodians, experts, consultants, and other counsel, legal, investment, or otherwise, as the Board of Trustees shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by such individuals or entities. Such authority may be general or confined to specific instances.

Section 8.2 Loans. No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its names, unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 8.3 Checks, Drafts, and Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences or indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner, as shall from time to time be determined by resolution of the Board of Trustees.

Section 8.4 Deposits. All funds of the Corporation nor otherwise employed shall be deposited from time to time to the credits of the Corporation with such banks, trust companies, brokerage accounts, investment managers, or other depositaries as the Board of Trustees may from time to time select.

Section 8.5 Investment Authority. The Board of Trustees shall be authorized to retain assets distributed to the Corporation, even though such assets may constitute an over concentration in one of more similar investments. Further, the Board of Trustees shall have the authority to make investments in unproductive property, or to hold unproductive property to the extent necessary until it can be converted into productive property at an appropriate time, provided the retention of such property is in the best interest of the Corporation and does not in any way jeopardize the tax-exempt status of the Corporation.

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ARTICLE IX

STANDARDS OF CONDUCT

Section 9.1 Standards of Conduct. A trustee or an officer of the Corporation shall discharge his or her duties as a trustee or as an officer, including duties as a member of a committee:

- (a) In good faith;
- (b) With the care of an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (c) In a manner he or she reasonably believes to be in the best interest of the Corporation.

Section 9.2 Reliance on Third Parties. In discharging his or her duties a trustee or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data if prepared or presented by:

- (a) One or more officers or employees of the Corporation whom the Trustee or officer reasonably believes to be reliable and competent in the matters presented;
- (b) Legal counsel, public accountants other persons as matters the trustees or officer reasonably believes are within the persons professional or expert competence; or
- (c) With respect to a trustee, a committee of the Board of Boards of which the trustee is not a member, as top matters within its Jurisdiction, if the trustee or officer reasonably believes the committee merits confidence.

Section 9.3 Bad Faith. A trustee or officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 9.2 unwarranted.

Section 9.4 No Liability. A trustee or officer is not liable for any action taken, or any failure to take action, as a trustee or officer, if he or she performs the duties of his or her office in compliance with the provisions of this Article, or if he or she is immune from suit under the provisions of Section 48-58-601 of the Act. No repeal or modification of the provisions of this section 9.4, either directly or by the adoption of a provision inconsistent with the provisions of this Section shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time such repeal or medication.

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Section 9.5 No Fiduciary. No trustee or officer shall be deemed to be a fiduciary with respect to the Corporation or with respect to any property held or administered by the Corporation, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 9.6 Prohibition on Loans. No loans or guarantees shall be made by the Corporation to its trustees or officers. Any trustee who assents to or participates in the making of such loan shall be liable to the Corporation for the amount of such loan until the repayment thereof.

ARTICLE X

CONFLICTS OF INTEREST

Section 10.1 General. A conflict of interest transaction is a transaction with the Corporation which a trustee or officer of the Corporation has a direct or indirect interest. A trustee or officer of the Corporation has an indirect interest in a transaction if, but not only if, a party to the transaction is another entity in which the trustee or officer has a material interest, or of which the trustee or officer is a general partner, director, officer, or trustee. A conflict of interest transaction is not voidable, or the basis for imposing liability on the trustee or officer, if the transaction was fair at the time it was entered into, or if the transaction is approved as provided in Section 10.2.

Section 10.2 Manner of Approval. A transaction in which a trustee or officer of the Corporation has a conflict of interest may be approved if:

- (a) The material facts of the transaction and the interest of the Trustee or Officer were disclosed or known to the Board of Trustees or to committee consisting entirely of members of the Board of Trustees, and the Board of Trustees or such committee authorized, approved, or ratified the transaction; or
- (b) Approval is obtained from the Attorney General of the State of Tennessee, or from a court of record having equity jurisdiction in an action in which the Attorney General is joined as a party.

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Section 10.3 Quorum Requirements. For purposes of Section 10.2, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of majority of the member of the Board of Trustees, or of a committee consisting entirely of members of the Board of Trustees, who have no direct or indirect interest in the transaction; but a transaction may not be authorized, approved, or ratified under this Article by a single trustee. A quorum is present for the purpose of taking action under this article if a majority of the members of the Board of Trustees who have no direct or indirect interest in the transaction vote authorized, approve, or ratify the transaction. The presence of, or vote cast by, a trustee with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection 10.2 (a) if the transaction is otherwise approved as provided in Section 10.2.

ARTICLE XI

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 11.1 Mandatory Indemnification of Trustees and Officers. To the maximum extent permitted by the provision of Section 48-58-501, et.seq., of the act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to the indemnification under this section which occur subsequent to the effective date of such amendment), the Corporation shall indemnify and advance expenses to any person who is or was a trustee or officer of the Corporation, or to such person's, heirs, executors, administrators and legal representatives for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to as the "Proceeding"), to which such person was, is or is threatened to be made a named defendant or respondent which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the proceeding or any appeal thereof reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

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- (a) The Proceeding was instituted by reason of the fact that such person is or was a trustee of the Corporation; and
- (b) The trustee or officer conducted himself or herself in good faith, and he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in its best interest; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the trustee or officer did not meet the standard of conduct herein described.

Section 11.2 Permissive Indemnification Of Employee and Agents. The Corporation may, to the maximum extent permitted by the provisions of Section 48-58-501 et seq. of the Act as amended from time to time (provided however, that if an amendment to the act in any way limits or restrict the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Corporation, or to such person, heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 11.1 above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Corporation to the extent, consistent with public policy, as may be provided by the Charter, by these By-laws, by contract, or by contract, or by general or specific action of the Board of Trustees.

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Section 11.3 Non-Exclusive Application. The rights to indemnification and advancement Of expenses set forth in Sections 11.1 and 11.2 above are contractual between the Corporation and the person being indemnified, and his or her heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board of Trustees, by these By-laws, by the purchase and maintenance by the Corporation of insurance on behalf of a trustee, officer, employee, or agent of the Corporation, or by an agreement with the Corporation providing such indemnification all of which means of indemnification and advancement of expenses are hereby specifically authorized.

Section 11.4 Non-Limiting Application. The provision of this Article XI shall not limit the power of the Corporation to pay or reimburse expenses incurred by a trustee, officer, employee, or agent of the Corporation in connection with such person's appearing as a witness in a Proceeding at a time when he or she has not been made a named defendant or respondent to the Proceeding.

Section 11.5 Prohibited Indemnification. Notwithstanding any other provision of this Article XI. The Corporation shall not indemnify or advance expenses to or on behalf of any trustee, officer, employee, or agent OF THE Corporation, or such person's heir, executors, administrators or legal representatives:

- (a) If a judgment or other final adjudication adverse to such person establishes his or her liability for any breach of the duty of loyalty to the Corporation for act or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under Section 48-58-304 of the Act; or
- (b) In connection with a Proceeding by or in the right of the Corporation in which such person was adjudged liable to the Corporation; or
- (c) In connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit, was improperly received by him or her.

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Section 11.6 Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article XI, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE XII

NOTICES AND WAIVER OF NOTICE

The notices provided for in these By-laws shall be communicated in person, telegraph, telegraph, teletype, or by mail (including e-mail) or private carrier. Written notice is effective at the earliest of (a) receipt; (b) five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed hereon; (c) on the date shown on the return receipt. If sent by registered mail, return receipt requested, and the receipt signed by or on behalf of the addressee; or (d) twenty (20) days after its deposit in the United States mail, if mail correctly, addressed, and with other than first class, registered, or committee member of the Corporation under the Provisions of the Charter, these By-laws, or the Act, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Corporation shall end on the last day of December, or on such other date as may be fixed from time to time by the Board of Trustees.

ARTICLE XIV

AMENDMENTS

These By-laws and the Charter may be altered, amended, or repealed, and a new Charter or By-laws adopted, upon the affirmative vote of two-thirds (2/3) of the Board of Trustees at any annual or special meeting, except to the extent that such alteration, amendment, or repeal is inconsistent with Article XV hereof.

ARTICLE XV

CODE OF ETHICS

Section 1. *Board Ethics.* It is imperative to the success of the Organization that there be a fully informed, responsive, and reasonable Executive Committee and Board. To this end, each Board Member shall conduct themselves at all times in the best interest of the Organization. In this regard, each Board Member shall abide by the following "Code of Ethics". No code or set of rules can be framed which will particularize all of the duties of a Board Member. The following code of ethics is to be considered a general guide, yet the enumeration of particular duties should not be construed as a denial of the existence of other equally imperative duties, though not specifically mentioned.

Section 2. *Attendance.* Board Members shall put forth their best effort to attend all meetings and constructively participate in those meetings.

Section 3. *Business Judgment.* Board Members shall exercise good judgment in the control and use of confidential information that may from time to time come into their possession.

Section 4. *Public Relations.* Each Board Member shall serve as a public relations agent for the Organization and therefore shall work diligently and properly to promote its goals and objectives while keeping abreast with its overall progress.

Section 5. *Board Interference with Operations.* Except for voting at properly called meetings of the Board of Directors, Board Members shall refrain from entering into the direct day-to-day administration of the program unless they are doing so upon express authority given to them by a properly adopted Resolution of the Board of Directors.

Section 6. *Conflicts of Interest and Nepotism.* Board Members shall fully disclose at a meeting of the Board any and all family and/or financial relationships in regard to any matter which is recommended to the Board or upon which the Board must vote. Board Members with a potential conflict of interest shall not participate in formal Board discussions or vote on any matter involving a conflict of interest. "Any matter" includes, but is not limited to, (a) the purchase or rental of goods; (b) providing direct or indirect financial assistance through investments, grants, loans or loan guarantees; and (c) providing employment to a family member. "Financial relationship" includes, but is not limited to, (a) any direct or indirect financial interest in a specific sale or transaction, including a commission or fee, or share of the proceeds; (b) the prospect of promotion, a profit, repayment of funds owed the individual by an assisted business; and (c) any other form of financial remuneration. Board members must sign a conflict interest statement upon election to the board.

Section 7. *Alleged Violations.* The Executive Committee shall be charged with the responsibility of reviewing any allegations of Board Members violating this code or acting in any way which is detrimental to the success of the Organization and make recommendations to the full Board for final action.

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Section 8. *Document Destruction and Whistleblowing.* The Organization shall adhere to the policies and positions set forth in Exhibit A attached hereto.

ARTICLE XVI

EXEMPT STATUS

The Corporation has been organized and will be operated exclusively for exempt from federal income tax under Section 501 (a) of the Internal Revenue Code as an organization described in Section 501 (c) (3).

These By-Laws are adopted and shall be effective this 8th day of

March, 2011.


Incorporator's Printed Name and Title

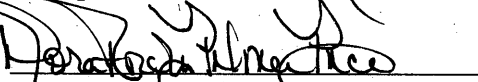

Incorporator's Signature

EXHIBIT A

Document Destruction and Whistle-Blower/Code of Conduct Policy

The Sarbanes-Oxley Act ("SOX Act") which was signed into law on July 30, 2002, was designed to add new governance standards for the corporate sector to rebuild public trust in publicly held companies. While the majority of the SOX Act deals directly with for profit corporations, two standards in the act, document destruction and whistle-blower protection, apply to non-profit corporations. This Document Destruction and Whistle-Blower/Code of Conduct Policy ("WBCC Policy") shall set forth the internal policies and standards of Be a Helping Hand Foundation, a Tennessee nonprofit corporation (hereinafter referred to as "Organization"), with respect to document destruction and whistle-blower protection. Any capitalized terms not otherwise defined in this WBCC Policy shall have the meaning set forth in the Organization's Bylaws.

Document Destruction Policy

Organization acknowledges its responsibility to preserve information relating to litigation, audits and investigations. The SOX Act makes it a crime to alter, cover up, falsify, or destroy any document to prevent its use in an official proceeding. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Organization and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact the Chairman of the Organization or any member of the Organization's Executive Committee of a potential or actual litigation, external audit, investigation or similar proceeding involving Organization that may have an impact as well on the approved records retention schedule.

Whistle-Blower/Code of Conduct Policy

In keeping with the policy of maintaining the highest standards of conduct and ethics, Organization will investigate any suspected fraudulent or dishonest use or misuse of Organization's resources or property by officers, board members, employees, consultants and volunteers. Organization is committed to maintaining the highest standards of conduct and ethical behavior and promotes a working environment that values respect, fairness and integrity. All staff, board members and volunteers shall act with honesty, integrity and openness in all their dealings as representatives for the organization. Failure to follow these standards will result in disciplinary action including possible termination of employment, dismissal from one's board or volunteer duties and possible civil or criminal prosecution if warranted.

Officers, board members, employees, consultants and volunteers are encouraged to report suspected fraudulent or dishonest conduct (i.e., to act as "whistle-blower"), pursuant to the procedures set forth below.

Reporting

A person's concerns about possible fraudulent or dishonest use or misuse of resources or property should be reported to his or her supervisor or, if suspected by a volunteer, to the staff member supporting the volunteer's work. If for any reason a person finds it difficult to report his or her concerns to a supervisor or staff member supporting the volunteer's work, the person may report the concerns directly to the Chairman of the Organization or any member of the Organization's Executive Committee. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

Definitions

Baseless Allegations: Allegations made with reckless disregard for their truth or falsity. People making such allegations may be subject to disciplinary action by Organization, and/or legal claims by individuals accused of such conduct.

Fraudulent or Dishonest Conduct: A deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- forgery or alteration of documents;
- unauthorized alteration or manipulation of computer files;
- fraudulent financial reporting;
- pursuit of a benefit or advantage in violation of Organization's *Code of Ethics* set forth in Article XV of the Organization's Bylaws.
- misappropriation or misuse of Organization resources, such as funds, supplies, or other assets;
- authorizing or receiving compensation for goods not received or services not performed; and
- authorizing or receiving compensation for hours not worked

Supervisors: Organization employees, officers, consultants or volunteers who have supervisory authority over any other such persons.

Whistle-Blower: An employee, consultant or volunteer who informs a supervisor, the Chairman of the Organization, or any member of the Organization's Executive Committee, about an activity relating to Organization which that person believes to be fraudulent or dishonest.

Rights and Responsibilities

Supervisors

Supervisors are required to report suspected fraudulent or dishonest conduct to the Chairman of the Organization or any member of the Organization's Executive Committee.

Reasonable care should be taken in dealing with suspected misconduct to avoid:

- baseless allegations;
- premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation; and
- violations of a person's rights under law.

Due to the important yet sensitive nature of the suspected violations, effective professional follow-up is critical. Supervisors, while appropriately concerned about "getting to the bottom" of such issues, should not in any circumstances perform any investigative or other follow up steps on their own. Accordingly, a supervisor who becomes aware of suspected misconduct:

- should not contact the person suspected to further investigate the matter or demand restitution.
- should not discuss the case with attorneys, the media or anyone other than the Chairman of the Organization or any member of the Organization's Executive Committee.
- should not report the case to an authorized law enforcement officer without first discussing the case with the Chairman of the Organization or any member of the Organization's Executive Committee.

Investigation

All relevant matters, including suspected but unproved matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings will be communicated back to the reporting person and his or her supervisor. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

Whistle-Blower Protection

Organization will protect whistle-blowers as defined below.

- Organization will use its best efforts to protect whistle-blowers against retaliation. Whistle-blowing complaints will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally this means that whistle-blower complaints will only be shared with those who have a need to know so that Organization can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of a whistle-blower complaint, such persons may also have right to know the identity of the whistle-blower).

- Officers, directors, employees, consultants and volunteers of Organization may not retaliate against a whistle-blower for informing management about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the whistle-blower's employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees. Whistle-blowers who believe that they have been retaliated against may file a written complaint with the Chairman of the Organization or any member of the Organization's Executive Committee. Any complaint of retaliation will be promptly.

investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

- Whistle-blowers must be cautious to avoid baseless allegations (as described earlier in the definitions section of this policy).

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 29 2006

BE A HELPING HAND FOUNDATION
827 W MCKENNIE AVE
NASHVILLE, TN 37206

Employer Identification Number:
62-1853537
DLN:
17053133711026
Contact Person:
WINNIE W LEE ID# 31208
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

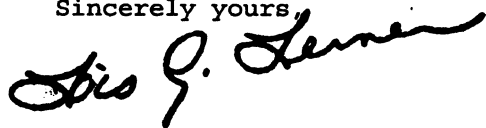
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

BAHH Vision, Mission, and Values

Vision

Creating sustainable communities and families through affordable housing

Mission

To provide affordable housing, education, and advocacy for low-income families

Values

We seek to be the positive change we want to see in the world.

We seek to create an environment of trust and integrity, in word and deed.

We aim to exceed expectations when encountering others regardless of the relationship

Our work is to create trust and respect for all people regardless of their circumstances.

We provide quality housing that we would be happy to live in.

Our work is to focus on improving communities.

**BE A HELPING HAND FOUNDATION
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED DECEMBER 31, 2021 AND 2020**

**BE A HELPING HAND FOUNDATION
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
YEARS ENDED DECEMBER 31, 2021 AND 2020**

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Edmondson, Betzler & Dame
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Be a Helping Hand Foundation

Opinion

We have audited the accompanying financial statements of Be a Helping Hand Foundation (a nonprofit organization), which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Be a Helping Hand Foundation as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Be a Helping Hand Foundation and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Be a Helping Hand Foundation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

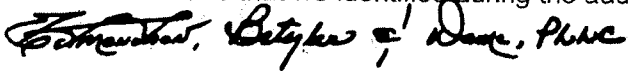
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Be a Helping Hand Foundation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Be a Helping Hand Foundation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Edmondson, Betzler, & Dame, PLLC
Brentwood, Tennessee

April 22, 2022

**BE A HELPING HAND FOUNDATION
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2021 AND 2020**

ASSETS	2021	2020
Current assets:		
Cash and cash equivalents	\$ 117,065	\$ 317,346
Accounts receivable, net	17,011	18,826
Grants receivable	11,774	-
	145,850	361,020
Total current assets		
Property and equipment, net	4,072,407	3,921,462
Tenant security deposits	27,458	24,848
Other assets	15,000	-
	\$ 4,260,715	\$ 4,282,482
Total assets		
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 204,385	\$ 172,349
Accrued property taxes payable	58,952	47,668
Lines of credit	116,636	127,545
Current portion of notes payable	395,477	628,194
Tenant security deposits	28,400	26,400
Other current liabilities	33,277	11,182
	837,127	1,013,338
Total current liabilities:		
Long-term portion of notes payable	1,097,488	1,085,385
	1,934,615	2,098,723
Total liabilities		
Net assets:		
Without donor restrictions	2,326,100	2,183,759
	2,326,100	2,183,759
Total net assets		
Total liabilities and net assets	\$ 4,260,715	\$ 4,282,482

The accompanying notes are an integral part of these financial statements.

**BE A HELPING HAND FOUNDATION
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	2021	2020
SUPPORT AND REVENUE:		
Rental income and fees	\$ 426,218	\$ 392,804
Other income	342,413	9,336
Grant revenue	328,112	582,102
Insurance claims	120,209	198,798
Payroll Protection Program grant	38,200	-
Contributions	34	17,890
	<u>1,255,186</u>	<u>1,200,930</u>
EXPENSES:		
Program services	871,834	773,692
Management and general	241,011	221,745
	<u>1,112,845</u>	<u>995,437</u>
Change in net assets	142,341	205,493
Net assets, beginning of year	<u>2,183,759</u>	<u>1,978,266</u>
Net assets, end of year	<u>\$ 2,326,100</u>	<u>\$ 2,183,759</u>

The accompanying notes are an integral part of these financial statements.

BE A HELPING HAND FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2021

	Program Services Low Income Housing	Support Services Management and General	Total
Salaries	\$ 167,882	\$ 71,950	\$ 239,832
Employee benefits	17,170	7,359	24,529
Payroll taxes	15,569	6,672	22,241
Total payroll and related expense	200,621	85,981	286,602
Construction costs for developers	231,235	-	231,235
Depreciation	159,696	-	159,696
Repairs and maintenance	81,590	4,069	85,659
Contract services	22,065	53,067	75,132
Property tax	58,952	-	58,952
Professional fees	27,888	17,863	45,751
Interest	34,537	9,497	44,034
Utilities	16,664	10,285	26,949
Insurance	23,426	657	24,083
Rent	-	23,400	23,400
Office expenses	-	18,046	18,046
Travel and meals	-	10,281	10,281
Contributions	8,539	-	8,539
Memberships and subscriptions	-	5,165	5,165
Property management fees	3,775	-	3,775
Security	2,599	349	2,948
Miscellaneous	-	2,335	2,335
Penalties and late fees	247	-	247
Advertising	-	16	16
	\$ 871,834	\$ 241,011	\$ 1,112,845

The accompanying notes are an integral part of these financial statements.

BE A HELPING HAND FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2020

	<u>Program Services</u>	<u>Support Services</u>	
	<u>Low Income</u>	<u>Management and</u>	
	<u>Housing</u>	<u>General</u>	<u>Total</u>
Salaries	\$ 146,033	\$ 62,586	\$ 208,619
Payroll taxes	11,980	5,135	17,115
Employee benefits	8,035	3,444	11,479
 Total payroll and related expense	 <u>166,048</u>	 <u>71,165</u>	 <u>237,213</u>
Repairs and maintenance	253,641	5,513	259,154
Depreciation	131,397	-	131,397
Interest	48,753	17,249	66,002
Contract services	16,516	42,267	58,783
Property tax	47,665	-	47,665
Property management fees	36,050	-	36,050
Utilities	16,472	13,970	30,442
Insurance	25,818	549	26,367
Professional fees	164	21,251	21,415
Rent	-	21,400	21,400
Miscellaneous	15,448	4,833	20,281
Office expenses	-	13,009	13,009
Contributions	9,794	-	9,794
Travel and meals	-	5,948	5,948
Security	3,481	701	4,182
Memberships and subscriptions	-	2,762	2,762
Bank charges and recording fees	1,925	754	2,679
Penalties and late fees	520	-	520
Advertising	-	374	374
	 <u>\$ 773,692</u>	 <u>\$ 221,745</u>	 <u>\$ 995,437</u>

The accompanying notes are an integral part of these financial statements.

**BE A HELPING HAND FOUNDATION
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	2021	2020
Cash flows from operating activities:		
Increase in net assets	\$ 142,341	\$ 205,493
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	152,848	131,397
Amortization of deferred loan costs	6,848	-
Changes in operating assets and liabilities:		
Decrease in accounts receivable	1,815	30,149
(Increase) decrease in grants receivable	(11,774)	16,063
Increase in tenant security deposits	(2,610)	-
(Increase) decrease in other assets	(15,000)	5,400
Increase in accounts payable	32,036	9,644
Increase in accrued property taxes payable	11,284	15,507
Increase (decrease) in other current liabilities	22,095	(186)
Increase in refundable security deposits	2,000	6,515
	<u>341,883</u>	<u>419,982</u>
Net cash provided by operating activities		
Cash flows from investing activities:		
Purchase of property and equipment	(2,366)	(804,856)
Additions to construction in progress	(301,427)	(24,503)
	<u>(303,793)</u>	<u>(829,359)</u>
Net cash used in investing activities		
Cash flows from financing activities:		
Payments on lines of credit	(10,909)	(10,261)
Proceeds from notes payable	110,000	888,200
Payments on notes payable	(328,286)	(303,639)
Deferred loan costs incurred	(9,176)	-
	<u>(238,371)</u>	<u>574,300</u>
Net cash provided by (used in) financing activities		
Net increase (decrease) in cash, cash equivalents	(200,281)	164,923
Cash, cash equivalents, and restricted cash, beginning of year	<u>317,346</u>	<u>152,423</u>
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 117,065</u>	<u>\$ 317,346</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 44,034</u>	<u>\$ 59,678</u>

The accompanying notes are an integral part of these financial statements.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Be A Helping Hand Foundation (the Foundation), a non-profit organization, was established in April 2001. The Foundation's mission is to provide affordable housing, free education, job training, and job placement assistance in the construction industry. Properties have been purchased and rehabilitated in low-income neighborhoods to be made available for renters and home buyers in need of safe, clean, family homes.

Basis of Accounting

The financial statements of the Foundation have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America and accordingly reflect all significant receivables, payables, and other liabilities.

Financial Statement Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. The Foundation reports information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. The Foundation reported no net assets with donor restrictions at December 31, 2021 and 2020.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue Recognition

All donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost reimbursement grants or contract or when services are provided for performance grants. Grant revenue is subject to review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes if any costs are disallowed, they would not materially affect the financial position of the Foundation.

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Foundation considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents. Cash and cash equivalents during the year may exceed Federal Deposit Insurance Corporation ("FDIC") limits.

Accounts Receivable

The Foundation uses the allowance method to determine uncollectible receivables. Management's estimate of doubtful accounts is based on historical collection experience and a review of the current composition of the receivables. At December 31, 2021 and 2020, there was an allowance for doubtful accounts of \$2,861. It is reasonably possible that management's estimate of the allowance for doubtful accounts may change. Receivables are charged against the allowance when collection is considered unlikely due to historic or current experience. No bad debt expense was recorded for 2021 and 2020. Receivables are considered past due after 30 days, however, it is not the policy of the Foundation to assess a late fee, or apply interest to past due accounts.

Property and Equipment

Purchased property and equipment is recorded at cost, and donated property and equipment is recorded at fair market value. Contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulation regarding how long those donated assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Depreciation is provided over the estimated useful lives of 5 – 27.5 years on a straight-line basis. The Foundation capitalizes other items that are greater than or equal to \$1,000 and expenses items below \$1,000.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

The Foundation reviews the carrying value of property and equipment for impairment if events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, the Foundation recognizes an impairment loss equal to the amount by which the carrying value exceeds the fair market value of the asset. The factors considered by management in performing this assessment include current operating results, trends, and prospects, and the effects of obsolescence, demand, competition, and other economic factors. Based on management's assessment, there is no impairment required at December 31, 2021 and 2020.

Property Held for Sale

Real estate held for sale is recorded at the lower of cost or fair value less cost to sell. No property was held for sale at December 31, 2021 and 2020.

Deferred Loan Costs

Loan costs related to obtaining notes payable are capitalized and amortized on a straight-line basis over the life of the related debt. When the debt is paid in full, any unamortized financing costs are removed from the related accounts and charged to operations. Unamortized loan costs are offset against the related debt in the Statement of Financial Position, with the amortization being reported as interest expense.

Advertising Costs

The Foundation expenses all advertising costs as incurred. Total advertising expense amounted to \$16 and \$374 in 2021 and 2020, respectively.

Income Tax Status

The Foundation is exempt from federal income tax under Internal Revenue Code section 501(c)(3). Accordingly, no provision for income taxes has been made in the accompanying financial statements.

The Foundation has adopted ASC Topic 740-10, *Accounting for Uncertainty in Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, including the position that the Foundation continues to qualify to be treated as a tax-exempt entity for both federal and state income tax purposes.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Tax Status (continued)

For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. For the year ended December 31, 2021, the Foundation has no material uncertain tax positions to be accounted for in the financial statements under these rules. The Foundation has exempt organization tax filings open to Internal Revenue Service audit, generally, for three years after they are filed.

Functional Classification of Expenses

The Foundation's program service expense includes low-income housing. The costs of providing the program and other activities have been summarized on a functional basis in the Statements of Functional Expenses. Accordingly, salaries, employee benefits, and payroll tax expenses have been allocated among the programs and supporting services benefited, based on time and effort of staff as determined by management. All other expenses were directly assigned.

Contributed Services

The Foundation receives a significant amount of donated services from unpaid volunteers. No amounts have been reflected in the financial statements for those services since they do not meet the criteria for recognition set forth by accounting principles generally accepted in the United States of America.

Events Occurring After Reporting Date

The Foundation has evaluated events and transactions that occurred after December 31, 2021, through the date of the issued financial statements for possible recognition or disclosure in the financial statements. The Foundation had no subsequent events to disclose at the date of auditor's report.

NOTE 2 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Foundation has \$145,850 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures. Cash and cash equivalents of \$117,065, accounts receivable of \$17,011 and grant receivable of \$11,774. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date.

The Foundation has a goal to maintain financial assets, which consist of cash and short-term investments, on hand to meet 90 days of normal operating expense, which are, on average, approximately, \$260,000.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER, 2021 AND 2020**

NOTE 3 - TENANT SECURITY DEPOSITS

The tenant security deposit liability was \$28,400 and \$26,400 at December 31, 2021 and 2020, respectively. The Foundation is required to maintain a restricted cash account for these deposits. The tenant security deposit account was underfunded by \$942, as the related cash account had a balance of \$27,458 at December 31, 2021. The tenant security deposit account was underfunded by \$1,552, with a balance of \$24,848 at December 31, 2020.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	2021	2020
Property held for lease	\$ 4,043,729	\$ 4,043,729
Land held for lease	600,865	600,865
Construction in progress	325,930	24,503
Computers and equipment	44,600	42,233
Leasehold improvements	4,403	4,403
	5,019,527	4,715,733
Less: accumulated depreciation	(947,120)	(794,271)
	<u>\$ 4,072,407</u>	<u>\$ 3,921,462</u>

Depreciation expense for the years ended December 31, 2021 and 2020 totaled \$159,696 and \$131,397, respectively.

At December 31, 2021 and 2020, the Foundation executed operating leases for their properties that were held for lease. None of the aforementioned leases were for more than one year. Rental income and fees from property held for lease totaled \$426,218 and \$392,804 for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021 and 2020, accumulated depreciation for property held for lease was \$917,855 and \$770,842, respectively.

NOTE 5 - GRANTS

The Foundation has entered into a significant number of grant agreements to purchase and rehabilitate homes for affordable rental housing. Additionally, the Foundation has entered into numerous agreements for land and funding for new construction of affordable rental homes. Under the terms of these agreements, the Foundation has agreed to repay certain funds if they violate certain terms or sale the home during the "affordability period," which is from five to twenty years from the date of the project completion. The Foundation has classified these properties as available for lease and does not anticipate that the homes will be available for sale in the "affordability period." Therefore, no liability is recorded in these financial statements for the years ended December 31, 2021 and 2020.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 5 - GRANTS (CONTINUED)

In August 2017, the Foundation was awarded \$428,110 from the Barnes Fund for Affordable Housing. This funding was used to construct two townhomes containing four units for families with monthly initial rents of \$644 each and serve families at 30% - 60% of Area Median Income. Construction for this project began in 2019. Of the initial \$428,110 award, \$254,012 was received as of December 31, 2019. The remaining \$174,098 was received in 2020, as well as an additional \$87,738 due to amendments to the grant. Costs incurred were included in construction in progress, all of which was completed and reclassified as property held for lease as of December 31, 2020.

In November 2018, the Foundation was awarded \$395,937 by Metropolitan Development and Housing Agency (MDHA) under the Community Housing Development Organization – HOME Program. The funding provided by this agreement was used to construct two townhomes containing four units for families under 60% of Area Median Income. Monthly initial rents will be \$1,038 each. Construction for this project began in 2019. Of the initial \$395,937 award, \$317,742 was received as of December 31, 2019. The remaining \$78,195 was received in 2020, as well as an additional \$3,036 due to amendments to the grant. Costs incurred were included in construction in progress, all of which was completed and reclassified as property held for lease as of December 31, 2020.

In September 2019, the Foundation was awarded \$155,092 by Metropolitan Development and Housing Agency (MDHA) under the Community Housing Development Organization – HOME Program. The funding provided by this agreement was used to construct a single family home for families under 60% of Area Median Income. Monthly initial rent will be \$1,109. Construction for this project began in 2019. The full amount was received in 2020. Costs incurred are included in construction in progress, all of which was completed and reclassified as property held for lease as of December 31, 2020.

In March 2021, the Foundation was awarded \$50,000 by Metropolitan Development and Housing Agency (MDHA). The funding provided by this agreement was used to rehabilitate a single family home for families under 80% of Area Median Income. Construction for this project began in 2021. The \$50,000 award was fully received as of December 31, 2021.

In March 2021, the Foundation was awarded \$595,387 by Metropolitan Development and Housing Agency (MDHA) under the Community Housing Development Organization – HOME Program. The funding provided by this agreement is to be used to construct two single family homes for families under 60% of Area Median Income. Monthly initial rents will be \$1,108. Construction for this project began in 2021. Of the initial \$595,387 award, \$95,365 has been received as of December 31, 2021.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 5 - GRANTS (CONTINUED)

In March 2021, the Foundation was awarded \$375,000 by Metropolitan Development and Housing Agency (MDHA) under the Community Housing Development Organization – HOME Program. The funding provided by this agreement is to be used to construct two single family homes for families under 60% of Area Median Income. Monthly initial rents will be \$1,108. Construction for this project began in 2021. Of the initial \$375,000 award, \$95,365 has been received as of December 31, 2021.

In October 2021, the Foundation was awarded \$534,652 by Metropolitan Development and Housing Agency (MDHA) under the Community Development Block Grant – Declared Disaster Recovery Fund Program. The funding provided by this agreement is to be used to rehabilitate a single family home for families under 80% of Area Median Income. Construction for this project began in 2021. Of the initial \$534,652 award, \$5,000 has been received as of December 31, 2021.

While entering into these agreements, the Foundation also received parcels of land from MDHA. These parcels are recognized as contributions received. Appraised value of these contributions was \$62,325 at December 31, 2020. No contribution of land was received in 2021.

In September 2021, the Foundation was awarded \$11,850 by the Housing Fund for tornado recovery. This grant was received in the form of debt reduction.

The Foundation was awarded \$11,774 by the Housing Fund to assist with the increase in 2021 property taxes. This grant was received in the form of direct payment to Metro Nashville for the portion of taxes they covered.

NOTE 6 - LINES OF CREDIT

The Foundation established a revolving line of credit with Pinnacle National Bank, that matures at October 3, 2034. Interest, at the Bank's Prime Rate plus 1%, which was 4.25% at December 31, 2021 and 2020, is due monthly. At December 2021 and 2020, the line of credit had an outstanding balance of \$71,617 and \$75,273, respectively, and is secured by a house and real property, which had a carrying value of \$124,027 at December 31, 2021 and 2020, and is personally guaranteed by the Executive Director and his spouse.

The Foundation has established a \$90,000 revolving line of credit at SunTrust Bank, which is due on demand. Interest, at the Bank's Prime Rate plus 1%, which was 4.25% and 4.25%, at December 31, 2021 and 2020, is due monthly. At December 31, 2021 and 2020, the line of credit had an outstanding balance of \$45,019 and \$52,272, respectively, and is secured by a lien on the Foundation's assets.

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 7 - OTHER CURRENT LIABILITIES

As of December 31, other current liabilities consist of the following:

	<u>2021</u>	<u>2020</u>
Accrued payroll and related liabilities	\$ 20,752	\$ 6,486
Contract liabilities	7,830	-
Other deposits payable	4,000	4,000
Accrued interest payable	695	696
	<u>33,277</u>	<u>11,182</u>

NOTE 8 - NOTES PAYABLE

Notes payable secured by low income rental properties at December 31, 2021 and 2020 consist of the following:

	<u>2021</u>	<u>2020</u>
Secured promissory note payable to Pinnacle National Bank in 120 monthly installments of \$871 beginning in February 2019, secured by a house and real property with a carrying value of approximately \$91,646, at December 31, 2021 and 2020, with an interest rate of 5.50% until February 2023, when a variable rate applies.	\$ 54,580	\$ 61,803
Secured promissory note payable to Pinnacle National Bank in 120 monthly installments of \$370 beginning in February 2019, secured by a house and real property with a carrying value of approximately \$83,513, at December 31, 2021 and 2020, including a variable interest rate which is 4% below the Index (0% at December 31, 2021 and 2020.)	26,804	31,242

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 8 - NOTES PAYABLE (CONTINUED)

	<u>2021</u>	<u>2020</u>
Secured promissory note payable to Pinnacle National Bank in 120 monthly installments of \$855 beginning October 2016, secured by a house and real property with a carrying value of approximately \$83,665, at December 31, 2021 and 2020, including a fixed interest rate of 5.50% at December 31, 2021 and 2020, until September 2021 when a variable rate applies.	\$ 44,268	\$ 51,914
Secured promissory note payable to Pinnacle National Bank in 120 monthly installments of \$871 beginning in February 2019, secured by a house and real property with a carrying value of approximately \$91,646, at December 31, 2021 and 2020, with an interest rate of 5.50% until February 2023, when a variable rate applies.	25,373	30,250
Secured promissory note payable to Pinnacle National Bank in 120 monthly installments of \$370 beginning in February 2019, secured by a house and real property with a carrying value of approximately \$83,513, at December 31, 2021 and 2020, including a variable interest rate which is 4% below the Index (0% at December 31, 2021 and 2020.)	68,157	70,920
Secured promissory note payable to Truxton Trust in 59 monthly installments of \$2,776 refinanced January 2021, secured by 13 houses and real properties with a carrying value of approximately \$1,249,919 at December 31, 2021 and 2020, including interest at Prime less 4% (0% at December 31, 2021 and 2020), maturing in December 2025, with final balloon payment.	466,573	499,887

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 8 - NOTES PAYABLE (CONTINUED)

	<u>2021</u>	<u>2020</u>
Secured promissory note payable to Truxton Trust in 59 monthly installments of \$2,500 beginning December 2020, secured by 13 houses and real properties with a carrying value of approximately \$1,249,919 at December 31, 2021 and 2020, including interest at Prime less 4% (0% at December 31, 2021 and 2020), maturing in November 2025, with final balloon payment.	\$ 417,500	\$ 447,500
Secured promissory note payable to The Housing Fund, interest only payments beginning April 2020 with interest at 3.75% at December 31, 2021 and 2020, secured by real property with a carrying value of \$993,038 at December 31, 2021 and 2020.	288,150	300,000
Secured promissory note payable to Pinnacle Bank in 180 monthly installments of \$611 beginning March 2021, secured by a house and real property with a carrying value of approximately \$232,116 at December 31, 2021, including interest at Prime less 4% (0% at December 31, 2021), maturing in February 2036.	103,889	-
Paid-off loans	-	<u>228,200</u>
Total notes payable	1,495,294	1,721,716
Less: current portion	(395,477)	(628,194)
Less: unamortized issuance costs, net	<u>(2,329)</u>	<u>(8,137)</u>
Long-term debt portion	<u>\$1,097,488</u>	<u>\$1,085,385</u>

**BE A HELPING HAND FOUNDATION
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NOTE 8 - NOTES PAYABLE (CONTINUED)

Maturities of notes payable as of December 31, 2021 are summarized as follows:

<u>Year</u>	<u>Amount</u>
2022	\$ 395,477
2023	107,327
2024	107,327
2025	738,142
2026	37,965
2027 and thereafter	<u>109,056</u>
	<u>\$ 1,495,294</u>

NOTE 9 - RELATED PARTY TRANSACTIONS

The Foundation leases office space from the Executive Director under a lease agreement ending in April 2022. Total rent expense under this lease in 2021 and 2020 was \$23,400 and \$21,400, respectively. Future minimum lease commitments for the lease agreement are \$7,800 for 2022.

The Foundation subleased some of its office space to Life Choice Management, a company owned by the Executive Director's spouse. The sublease was \$500 a month beginning October 1, 2019. Total sublease income was \$6,000 in 2020, which was included in rental income. This sublease was terminated in December 2020 by Life Choice Management.

The Foundation is also in an agreement with Life Choice Management for rental property management services. Management fees paid to Life Choice Management were \$3,775 and \$36,050 in 2021 and 2020, respectively. The property management agreement with Life Choice Management ended in January 2021.

The Foundation advanced employees approximately \$7,300 and \$12,000 in 2021 and 2020, respectively. Additionally, the Foundation allowed employees' personal use of Foundation credit cards amounting to approximately \$1,504 and \$4,977 in 2021 and 2020, respectively. The total unpaid balance of these employee loans as of December 31, 2021 and 2020 was \$16,602 and \$17,726, respectively, and is recorded in accounts receivable.