

RESOLUTION NO. RS2023-_____

A resolution declaring surplus and authorizing the conveyance of real property to certain nonprofit organizations, and authorizing grants not exceeding \$3,000,000.00 from the Barnes Fund for Affordable Housing to AWAKE Nashville, Inc. for the express purpose of constructing affordable or workforce housing for older adults. (Proposal No. 2023M-007PR-001)

WHEREAS, the Metropolitan Government owns certain parcels of property identified as the "Properties", as shown in Section 1 below; and,

WHEREAS, Section 7-3-314(e) of the Tennessee Code Annotated (the "Act") permits a metropolitan government by resolution of its governing body to authorize the conveyance of the real property acquired pursuant to a delinquent tax sale by grant to a nonprofit organization; and,

WHEREAS, the Act requires that no property may be granted prior to the expiration of the statutory redemption period; and,

WHEREAS, the Act requires that all such property be used to construct affordable and workforce housing for residents of Davidson County; and,

WHEREAS, on January 16, 2023, the Metropolitan Housing Trust Fund Commission issued a request for application to qualified nonprofit organizations to participate in the nonprofit housing development grant program; and,

WHEREAS, on November 17, 2022, Metropolitan Council appropriated \$8,000,000 in American Rescue Plan Act funding to the Housing Division of the Planning Department for the express purpose of supporting housing for older adults through RS2022-1861; and,

WHEREAS, on June 15, 2021, the Metropolitan Council passed Resolution RS2021-966, a resolution which accepted grant funds for local government support from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 ("ARP Funds") from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson County, which was subsequently signed into law by Mayor John Cooper on June 16, 2021; and,

WHEREAS, Resolution RS2021-966 established a COVID-19 Financial Oversight Committee ("the Committee") whose role is to collect, consider, and recommend appropriate uses of the ARP Funds as designated by the Metropolitan Council disbursement plan. The Committee will submit its reports and recommendations to the Mayor, the Director of Finance, and the Metropolitan Council not later than June 30, 2025; and,

WHEREAS, there are federal requirements for use of ARP Funds that require that these funds be expended or obligated on or before December 31, 2024; and,

WHEREAS, AWAKE Nashville, Inc. has been selected to receive a grant conveying two parcels of property as shown in Section 1 and

WHEREAS, the requirements of Section 7-3-314(e) of the Act have been met as to the Properties; and,

WHEREAS, the grant process has conformed to the requirements of Tennessee law; and,

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to a nonprofit organization in accordance with the guidelines of the Metropolitan Government; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Metropolitan Council may by Resolution appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, pursuant to the regulations and procedures of the Metropolitan Housing Trust Fund Commission, the Metropolitan Housing Trust Fund Commission has accepted the recommendations of the Barnes Fund Review Committee that the appropriated funds be distributed to the following nonprofit organizations: AWAKE Nashville, Inc. and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the conveyance of property and these grant contracts be approved.

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

Section 1. The Metropolitan Council declares the following parcels of land, owned in fee simple by the Metropolitan Government, and described in Exhibits A through B attached hereto and incorporated herein, to be surplus.

Parcel ID	Address - Location	Council District
06000003400	2937 Brick Church Pike	2
06000003500	2939 Brick Church Pike	2

Section 2. The Metropolitan Government is hereby authorized to convey the properties identified in Section 1 to AWAKE Nashville, Inc.

Section 3. The Metropolitan Housing Trust Fund Commission is hereby authorized to enter into a grant contract with AWAKE Nashville, Inc. for the express purpose of constructing affordable and workforce housing the terms and conditions of which is attached hereto as Exhibit C and incorporated herein. Such grant contract shall specify the terms and conditions under which the conveyance is to be made including a deed restriction requiring the property to be used exclusively for construction of affordable and workforce housing for residents of Davidson County as those terms may be defined in Tennessee Code Annotated § 5-9-113.

Section 4. There is hereby appropriated \$3,000,000.00 from the Barnes Fund for Affordable Housing to fund grants to the nonprofit organization as follows:

Nonprofit	Amount	Exhibit
AWAKE Nashville, Inc.	\$3,000,000.00	A

Section 5. The Metropolitan Government of Nashville and Davidson County is hereby authorized to enter into a grant contract with the nonprofit organization listed in Section 4 above for the grant amount designated therein, subject to the terms and conditions under which the grant funds are to be spent, attached hereto as Exhibits A and incorporated herein.

Section 6. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Karin Fielder Weaver
Karin Fielder Weaver
Housing Trust Fund Manager

Abraham Wescott
Abraham Wescott, Director
Public Property Administration

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery
Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Jessie V. Orlis-Marsh

Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**
Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

May 31, 2023

To: Ronald Colter Metro Department of Finance

**Re: AWAKE NASHVILLE LEGISLATION
Planning Commission Mandatory Referral 2023M-007PR-001
Council District #02 Kyonzte Toombs, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution declaring surplus and authorizing the conveyance of real property to certain nonprofit organizations, and authorizing grants not exceeding \$3,000,000.00 from the Barnes Fund for Affordable Housing to AWAKE Nashville, Inc. for the express purpose of constructing affordable or workforce housing for older adults. (Proposal No. 2023M-007PR-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lisa Milligan'.

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: Metro Clerk

**Re: AWAKE NASHVILLE LEGISLATION
 Planning Commission Mandatory Referral # 2023M-007PR-001
 Council District #02 Kyonzte Toombs, Council Member**

A resolution declaring surplus and authorizing the conveyance of real property to certain nonprofit organizations, and authorizing grants not exceeding \$3,000,000.00 from the Barnes Fund for Affordable Housing to AWAKE Nashville, Inc. for the express purpose of constructing affordable or workforce housing for older adults. (Proposal No. 2023M-007PR-001).

Exhibit A



Nashville Planning Department
 800 2nd Ave S
 P.O. Box 196300
 Nashville, TN 37219-6300
www.nashville.gov

<p>Parcel Details</p> <p>Parcel ID: 0600003400 Parcel Address: 2837 BRICK CHURCH PKWY NASHVILLE, TN 37207 Owner: METRO GOV'T ROW Acquired Date: 6/29/1996 Sale Price: \$ 115,918.00 Sale Instrument: DS-00010179 0000973 Mailing Address: P O BOX 196300 NASHVILLE, TN 37219 Legal Description: E SIDE BRICK CHURCH PK S OF EYING DR Acreage: 2.12 Percentage Dimension: 0 Side Dimension: 0 Parcel Instrument: DS-00004787 0000731 Part of Instrument: 2/3/1974 Date: Census Tract: 37012701 Tax District: UBD Council District: 02 Land Use: VACANT RESIDENTIAL LAND Description:</p>	
Zoning	Show
Owner History	Show
Property History	Show

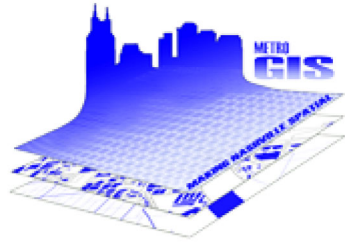
Exhibit B



Nashville Planning Department
 800 2nd Ave S
 P.O. Box 196300
 Nashville, TN 37219-6300
www.nashville.gov

<p>Parcel Details</p> <p>Parcel ID: 0600003300 Parcel Address: 2839 BRICK CHURCH PKWY NASHVILLE, TN 37207 Owner: METRO GOV'T PW PUBLIC WORKS Acquired Date: 10/17/1995 Sale Price: \$ 130,850.00 Sale Instrument: DS-00010329 0000807 Mailing Address: P O BOX 196300 NASHVILLE, TN 37219 Legal Description: E S BRICK CHURCH PKWY S OF EYING LANEY Acreage: 2.12 Percentage Dimension: 0 Side Dimension: 0 Parcel Instrument: DS-00004846 0000330 Part of Instrument: 9/28/1974 Date: Census Tract: 37012701 Tax District: UBD Council District: 02 Land Use: VACANT RESIDENTIAL LAND Description:</p>	
Zoning	Show
Owner History	Show
Property History	Show

Exhibit A



Nashville Planning Department

800 2nd Ave S

P.O. Box 196300

Nashville, TN 37219-6300

maps.nashville.gov

Parcel Details			
Parcel ID:	06000003400		
Parcel Address:	2937 BRICK CHURCH PIKE NASHVILLE, TN 37207		
Owner:	METRO GOV'T ROW		
Acquired Date:	8/29/1996		
Sale Price:	\$ 115,915.00		
Sale Instrument:	DB-00010179 0000973		
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219		
Legal Description:	E SIDE BRICK CHURCH PK S OF EWING DR		
Acreage:	2.12		
Frontage Dimension:	0		
Side Dimension:	0		
Parcel Instrument:	DB-00004787 0000751		
Parcel Instrument Date:	2/3/1974		
Census Tract:	37012701		
Tax District:	USD		
Council District:	02		
Land Use Description:	VACANT RESIDENTIAL LAND		
Zoning			Show
Owner History			Show
Property History		Show	

Exhibit B

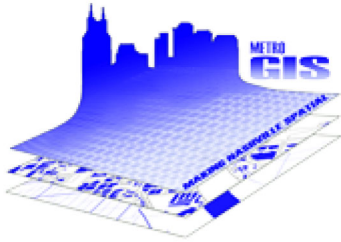
Nashville Planning Department

800 2nd Ave S

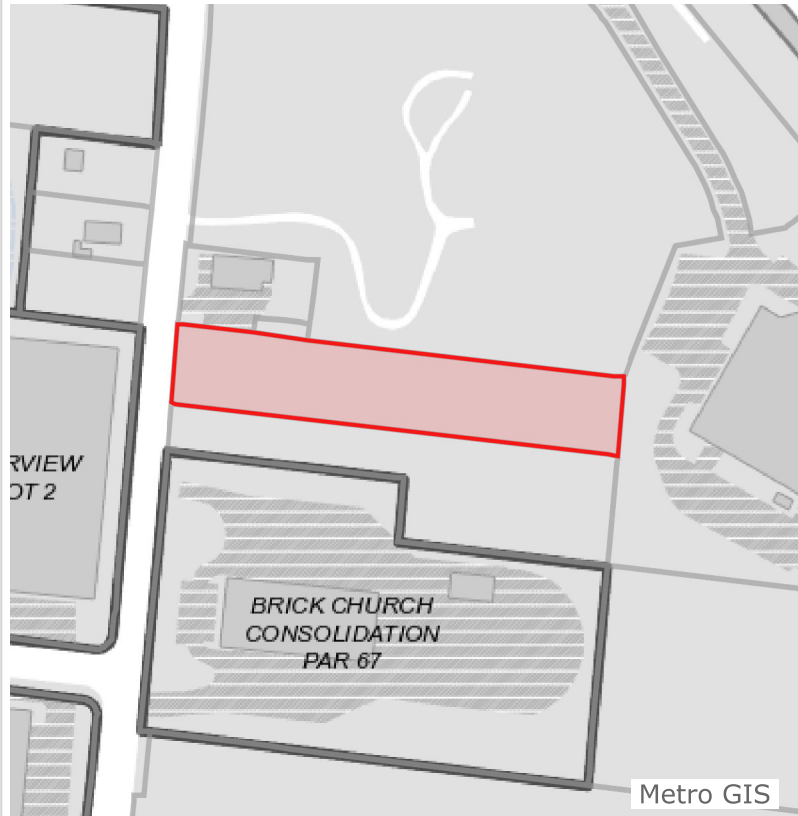
P.O. Box 196300

Nashville, TN 37219-6300

maps.nashville.gov



Parcel Details	
Parcel ID:	06000003500
Parcel Address:	2939 BRICK CHURCH PIKE NASHVILLE, TN 37207
Owner:	METRO GOV'T PW PUBLIC WORKS
Acquired Date:	10/17/1996
Sale Price:	\$ 120,850.00
Sale Instrument:	DB-00010229 0000807
Mailing Address:	P O BOX 196300 NASHVILLE, TN 37219
Legal Description:	E S BRICK CHURCH PIKE S OF EWING LANE7
Acreage:	2.12
Frontage Dimension:	0
Side Dimension:	0
Parcel Instrument:	DB-00004848 0000330
Parcel Instrument Date:	9/28/1974
Census Tract:	37012701
Tax District:	USD
Council District:	02
Land Use Description:	VACANT RESIDENTIAL LAND



Zoning		Show
Owner History		Show
Property History		Show

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

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 AWAKE Nashville, Inc., hereinafter referred to as the "Recipient," is for the provision of the construction of affordable housing units as further defined in the "SCOPE OF PROGRAM." AWAKE Nashville, Inc. will be adding 47 affordable housing units for older adults (62+) located at 2937 Brick Church Pike, Nashville, TN 37207 and 2939 Brick Church Pike, Nashville, TN 37207. The recipient's budget request is incorporated herein by reference. The Recipient is a nonprofit charitable or civic organization.

A. SCOPE OF PROGRAM:

- A.1. Each Property to which these grant funds are provided for shall be subject to a Declaration of Restrictive Covenants ("Declaration") imposing certain affordability requirements to encumber the Property and run with the land over a 30-year term. Terms defined in the Declaration shall have the same meanings when used in this Agreement.
- A.2. The Recipient shall use the funds under this grant in accordance with the affordable housing project submitted in the work scope, which is incorporated herein as Exhibit A and attached hereto, and any of its amendments and subject to the terms and conditions set forth herein.
- A.3. The Recipient, under this Grant Contract, will spend funds solely for the purposes set forth in the work scope outlined in Exhibit A. These funds shall be expended consistent with the Grant Budget, included in Exhibit B. Although some variation in line-item amounts for the Grant is consistent with the Grant Budget, any change greater than 20% of a draw category shall require the prior written approval of Metro. However, in no event will the total amount of the Grant funds provided to Recipient go above the awarded Grant amount of \$3,000,000.
- A.4. This Grant Contract by and through the Housing Trust Fund Commission and the Recipient is expressly limited to the Grant award and for the purposes described herein. Prior to the use of any funds, the property must be properly zoned, and it is the sole responsibility of the Recipient to pursue any necessary rezoning or other land use change. This Grant Contract in no way serves to supersede the authority of the Metro Nashville Planning Commission or the Metropolitan Council's authority to approve or deny zoning or land use changes on the proposed property and shall not be used for such purposes.

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 the initial lease term, but such prohibition shall not apply to any renewal of the lease, nor shall it affect the portion of rent paid by another federal, state, or local program with respect to the tenant or units benefitting from the grant funds.

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 Three Million Dollars (\$3,000,000). The Grant Budget, attached and incorporated herein as part of Attachment A, shall constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

- C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Budget amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

- C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

a. 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)

- 10%- At issuance of the stormwater grading permit.
- 15%- Once mass grading is complete.
- 10%- Sewer and water line has been installed.
- 20%- Once the binder coat of asphalt has been applied.
- 20%- After installation of the final lot's foundation.

- 20%- Once the final lot has been framed.
- 5%- at the issuance of the final lot's Use and Occupancy Letter.

All draw requests except for the first 10% and second 15% 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
 rasheedah.pardue@nashville.gov

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

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

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

return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

- C. 10. Procurement. Recipient agrees and understands that procurement of goods and services for the grant project must comply with state and local law and regulations, including the Metropolitan Procurement Code. Recipient will provide Metro with all plans and specifications needed for these procurement purposes. Recipient will promptly review, and either approve or disapprove, in good faith and with reasonable grounds all estimates, amendments to scope of work, and all work performed by a contractor prior to payment.
- C. 11. Public Meetings. At the reasonable request of Metro, Recipient agrees to attend public meetings, neighborhood meetings, and other events regarding this Project.
- C. 12. 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 July 1, 2024 and a Final Program Report, to be received by the Metropolitan Housing Trust Fund Commission within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

- D.10. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. Insurance. The Recipient shall maintain adequate public liability and other appropriate forms of insurance, including other appropriate forms of insurance on the Recipient's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.12. Metro Liability. Metro shall have no liability except as specifically provided in this Grant Contract.
- D. 13. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. Indemnification and Hold Harmless.
- (a) Recipient shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
- (c) Recipient shall pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
- (d) Grantee's duties under this section shall survive the termination or expiration of the grant.
- D.15. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State, Local and Federal Compliance. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.
- D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.
- D. 18 Attorney Fees. Recipient agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Grant Contract, and in the event Metro prevails, Recipient shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.
- D.19. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

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

Metro:

For contract-related matters and enquiries regarding invoices:
Metropolitan Housing Trust Fund Commission / Barnes Housing Trust Fund
Planning Department – Housing Division
800 2nd Avenue South
Nashville, TN 37210
(615) 862-7190

Rasheedah.Pardue@Nashville.Gov

Recipient:

AWAKE Nashville, Inc.
c/o Danielle Cotton
1512 Ogden Drive
Nashville, TN 37218
615-554-8671
info@weareawakenashville.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:



Jim Schimtz, 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:



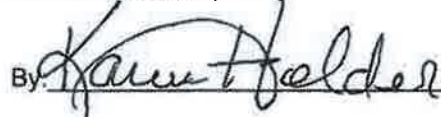
Director of Risk Management Services

APPROVED BY METROPOLITAN
GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:

Metropolitan Clerk

RECIPIENT:

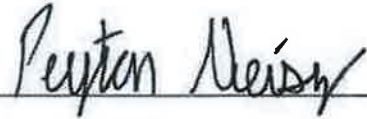
AWAKE Nashville, Inc.

By: 

Title: Executive Director

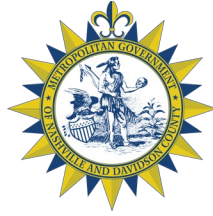
Sworn to and subscribed to before me a
Notary Public, this 36th day
of April, 2023.

Notary Public



My Commission
expires May 5, 2025





Barnes Housing Trust Fund Round 11 Work Scope

Organization: AWAKE Nashville

Funding Source: American Rescue Plan Act – Older Adult Housing (62+)

Development Type: Rental

Development Address: 2937 Brick Church Pike, Nashville, TN 37207 ; 2939 Brick Church Pike, Nashville, TN 37207

Metro Donated Property:

Parcel Number	Address
06000003400	2937 Brick Church Pike
06000003500	2939 Brick Church Pike

Amount Awarded: \$3,000,000

Number of Barnes-funded Units: 47

Target Populations Served: All income-eligible older adult tenants (62+)

AMI Targets:

Below 30% AMI	31-60% AMI	61-80% AMI
	47	

Pro Forma Summary		Per Ft	Per Unit
Gross Sale Proceeds	\$ 7,019,123	\$ 239.33	\$ 149,343.05
Sales Costs	\$ (87,739)	\$ (2.99)	\$ (1,866.79)
Net Operating CF	\$ -	\$ -	\$ -
Total Revenue	\$ 6,931,384	\$ 236.34	\$ 147,476.26
Funding			
Barnes Fund	\$ (3,000,000)	\$ (102.29)	\$ (63,829.79)
Other?			
Total Land	\$ (3,000,000)	\$ (102.29)	\$ (63,829.79)
Development Costs			
Sitework	\$ 3,631,440	\$ 123.82	\$ 77,264.68
Sitework Contingency	\$ 363,144	\$ 12.38	\$ 7,726.47
General Conditions	\$ 1,288,827	\$ 43.95	\$ 27,421.84
Interest Expense	\$ 178,672	\$ 6.09	\$ 3,801.54
Development Fee	\$ 276,634	\$ 9.43	\$ 5,885.83
Total Development Costs	\$ 5,738,717	\$ 195.67	\$ 122,100.35
Unit Construction Costs			
Unit Construction	\$ 3,431,376	\$ 117.00	\$ 73,008.00
Construction Contingency	\$ 171,569	\$ 5.85	\$ 3,650.40
Construction Management Fee	\$ 474,230	\$ 16.17	\$ 10,090.00
Total Unit Construction Costs	\$ 4,077,175	\$ 139.02	\$ 86,748.40
Amenity Costs			
Amenity Construction	\$ -	\$ -	\$ -
Total Amenity Costs	\$ -	\$ -	\$ -
Total Costs	\$ 6,815,891	\$ 232	\$ 145,019
Profit	\$ 115,493	\$ 3.94	\$ 2,457.30
Gross Profit (No Fees)	\$ 1,203,442	\$ 41.03	\$ 25,605.15

Development Fee Check	Total Fee	% of Barnes Fund
Development Fee	\$ 276,634	9.22%

Annual Cash Flow						
Year	0	1	2	3	4	Total
Potential Gross Revenue	\$ -	\$ -	\$ 538,330	\$ 720,612	\$ 727,634	\$ 1,986,576
Vacancy	\$ -	\$ -	\$ (42,259)	\$ (56,568)	\$ (57,119)	\$ (155,946)
Effective Gross Revenue	\$ -	\$ -	\$ 496,071	\$ 664,044	\$ 670,515	\$ 1,830,630
Operating Expenses	\$ -	\$ -	\$ 238,953	\$ 239,934	\$ 240,479	\$ 719,365
Net Operating Income	\$ -	\$ -	\$ 257,118	\$ 424,110	\$ 430,036	\$ 1,111,264
Net Sale Revenue	\$ -	\$ -	\$ 6,931,384	\$ -	\$ -	\$ 6,931,384
Net Operating CF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Development Costs	\$ -	\$ (7,081,393)	\$ (2,734,499)	\$ -	\$ -	\$ (9,815,891)
Levered CF	\$ -	\$ (7,081,393)	\$ 4,196,886	\$ -	\$ -	\$ (2,884,507)

Key Metrics	
Profit Margin	1.65%
Gross Profit Margin	17.15%
Equity Multiple	0.16
Stabilized NOI	\$421,147
Yield on Cost	6.18%
Stabilized Value	\$7,019,123
Per Unit	\$149,343
Per Ft	\$239.33

Financing Structure	
Equity	\$3,000,000 Barnes Fund
Debt	\$6,815,891
Total Project Costs	\$9,815,891
Equity (%)	30.56%
Debt (%)	69.44%
Construction Loan Rate	7.25%

Key Assumptions	
Closing Costs	0.75%
Broker Sales Commissions	0.50%
Sitework Contingency	10.00%
Construction Contingency	5.00%
Exit Cap Rate	6.00%

Fee Check for Barnes Fund

Fee Type	Total \$\$\$	% of Total Construction	% of Barnes Fund
0	\$0	0.00%	0.00%
0	\$0	0.00%	0.00%
Total Ops Fee (CM, Super, CM, Vehic	\$0	0.00%	0.00%
Total Fees	0	0.00%	0.00%

\$0 0



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

AWAKE NASHVILLE INC
1512 OGDEN DRIVE
NASHVILLE, TN 37218-3121

Date:
01/09/2023
Employer ID number:
88-0533309
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 7, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053405005823

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

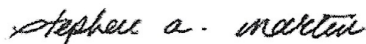
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

AMENDED AND RESTATED CHARTER

OF

AWAKE NASHVILLE, INC.

(Control No. 1280529)

Pursuant to § 48-60-106 of the Tennessee Nonprofit Corporation Act (the “Act”), the undersigned hereby adopts the following Amended and Restated Charter for the above-mentioned corporation:

1. Name. The name of the corporation (the “Corporation”) is “Awake Nashville, Inc.”

2. Public Benefit Corporation. The Corporation is a public benefit corporation. It is intended that the Corporation shall have the status of a corporation that is exempt from federal income taxation under § 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as an organization described in § 501(c)(3) thereof.

3. Registered Office and Agent. The address of the Corporation’s registered office is 1512 Ogden Drive, Nashville, Davidson County, Tennessee 37218, and the name of the Corporation’s initial registered agent at that office is Karen D. Holder.

4. Original Incorporators. The name and address of the Corporation’s original incorporators were:

Karen D. Holder, 1512 Ogden Drive, Nashville, TN 37218

Danielle A. Cotton, 245 Manzano Road, Madison, TN 37115

5. Principal Office. The address of the Corporation’s principal office is 1512 Ogden Drive, Nashville, Davidson County, Tennessee 37218.

6. Not-for-Profit. The Corporation is not-for-profit.

7. No Members. The Corporation will not have members.

8. Purposes. The Corporation is operated exclusively for charitable and educational purposes within the meaning of §§ 501(c)(3) and 170(c) of the Code.

9. Board of Directors. The affairs of the Corporation shall be managed (i) by a Board of Directors whose members will be designated and appointed as provided by Corporation’s Bylaws, and (ii) by such officers as will be described in the Bylaws of the Corporation and elected by the Board of Directors. The number of directors shall be determined

as provided in the Corporation's Bylaws, but the number of directors shall not be less than three (3).

10. Limited Personal Liability of Directors. To the fullest extent that the Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the Corporation shall not be personally liable to the Corporation for monetary damages for a breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; and (iii) under § 48-58-304 of the Act, as the same exists or hereafter may be amended. If the Act hereafter is amended to authorize the further elimination of limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Act. Any repeal or modification of this Section 10 shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

11. Private Inurement. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any of its members, directors or officers, or any other private individual; provided that, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to it or on its behalf, to pay reimbursements for reasonable expenses incurred on its behalf and to make payments and distributions in furtherance of the charitable purposes set forth in Section 8 hereof.

12. Limitation on Activities of Corporation. At all times, notwithstanding any merger, consolidation, reorganization, termination, dissolution, or winding up of the Corporation, whether voluntary or involuntary or by operation of law, or any other provisions of the Charter;

(a) The Corporation shall not possess or exercise any power or authority, or engage directly or indirectly in any activity, which is inconsistent with its charitable purposes as stated in Section 8 hereof or that will or might prevent it at any time from qualifying as a corporation described in §§ 501(c)(3) and 170(c) of the Code;

(b) No part of the assets or net earnings of the Corporation shall ever be used, nor shall the Corporation ever be organized or operated, other than exclusively for the promotion of the charitable purposes of the Corporation as set forth in Section 8 hereof and consistent with §§ 501(c)(3) and 170(c) of the Code; and

(c) Notwithstanding any other provisions of this Charter, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization described in §§ 501(c)(3) and 170(c) of the Code.

13. No Legislative or Political Activity. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing

or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

14. Private Foundation Limitations. If the Corporation is a private foundation within the meaning of § 509 of the Code for a taxable year, the Corporation:

(a) Shall not engage in any act of self-dealing, as defined in § 4941(d) of the Code;

(b) Shall not retain any excess business holdings, as defined in § 4943(c) of the Code, which would subject the Corporation to tax under § 4943 of the Code;

(c) Shall not make any investments that would subject the Corporation to tax under § 4944 of the Code;

(d) Shall not make any taxable expenditures, as defined in § 4945(d) of the Code; and

(e) Shall distribute the income of the Corporation for each taxable year at such times and in such manner as not to become subject to the tax on undistributed income imposed by § 4942 of the Code.

15. Distribution of Assets Upon Dissolution. Upon the dissolution of the Corporation, after paying or making provision for payment of all liabilities of the Corporation then outstanding and unpaid, the Board of Directors shall distribute the assets of the Corporation to one or more organizations then described in §§ 501(c)(3) and 170(c) of the Code, or any corresponding provisions of any future federal tax laws, as the Board of Directors shall determine. Any assets not so disposed of by the Board of Directors shall be disposed of by a 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 to such organization or organizations which are organized and operated exclusively for charitable purposes, within the meaning of §§ 501(c)(3) and 170(c) of the Code, or any corresponding provision of any future federal tax laws, as such court shall determine.

16. Religion. The Corporation is not a religious corporation.

17. Approval. This Amended and Restated Charter was duly approved and adopted by the Corporation's Board of Directors on _____, 2022. Additional approval (as permitted § 48-60-301 of the Act) was not required.

DATED: October 24, 2022

Karen Holder

Karen D. Holder, President

34024811.v1

AMENDED AND RESTATED BYLAWS

OF

AWAKE NASHVILLE, INC.

Pursuant to the Tennessee Nonprofit Corporation Act (as amended, the “Act”), the Board of Directors of Awake Nashville, Inc. (the “Corporation”) has adopted the following Amended and Restated Bylaws. These Bylaws shall regulate the business and affairs of the Corporation, subject to the provisions of the Corporation’s Charter (as amended or restated from time to time, the “Charter”) and any applicable provisions of the Act.

ARTICLE I. OFFICES

1.1 Principal Office. The principal office of the Corporation shall be located at 1512 Ogden Drive, Nashville, TN 37218. The Corporation may have such other offices, either within or without the State of Tennessee, as its Board of Directors may designate or as the business of the Corporation may require from time to time.

1.2 Registered Office. The registered office of the Corporation required by the Act to be maintained in the State of Tennessee may, but need not, be identical to the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by its Board of Directors.

ARTICLE II. CHARITABLE PURPOSES

2.1 Purposes. The Corporation is formed to operate exclusively for charitable, scientific and educational purposes as follows:

(a) Primary Purposes. The primary purpose of the Corporation is for charitable, educational, and collaborative partnerships with private, public, and nonprofit sectors to enhance the overall well-being of seniors. The Corporation will advocate for gap seniors on fixed incomes who have limited resources and cannot advocate for themselves. The over-arching purpose of the Corporation is to be the change agent in transforming the lives of seniors to reimagine aging in today’s society. The Corporation is dedicated to assessing each person’s individual needs in efforts to improve their ability to function as a productive, contributing members of their community. The Corporation’s initiatives will generally include:

(i) Create a funding program to incentivize developers to build more affordable independent senior housing. This funding program will give developers

the opportunity to give back to disenfranchised senior communities.

(ii) Advocate for affordable independent senior housing by creating a model for independent affordable senior living villas that can be utilized to address the growing housing gaps amongst low-income seniors

(iii) Build strong senior communities by creating wrap around services and programs that enhance the total well-being of seniors through the following initiatives: Silverstone Independent Living Villas, Wise & Well Day Spa, and Eldercare Day Service for additional family support.

(b) Promotion and Conduct of Charitable Activities. The Corporation is authorized to directly engage in, sponsor and generally promote any and all charitable, scientific and educational activities.

(c) Other Incidental Charitable Activities. The Corporation is authorized to do all things incidental to or desirable in connection with these purposes.

2.2 Prohibitions on Private Inurement. The Corporation is not formed for financial or pecuniary gain; and no part of the assets, income, or profits of the Corporation shall be distributable to, or inure to, the benefit of its directors, officers, or any other private person, except that the Corporation may provide reimbursements for reasonable expenses incurred on behalf of the Corporation, and may also make payments and distributions in furtherance of the charitable purposes of the Corporation.

2.3 No Legislative or Political Activity. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

2.4 Private Foundation Limitations. If the Corporation is a private foundation within the meaning of § 509 of the Code for a taxable year, the Corporation:

(a) Shall not engage in any act of self-dealing, as defined in § 4941(d) of the Code;

(b) Shall not retain any excess business holdings, as defined in § 4943(c) of the Code, which would subject the Corporation to tax under § 4943 of the Code;

(c) Shall not make any investments that would subject the Corporation to tax under § 4944 of the Code;

(d) Shall not make any taxable expenditures, as defined in § 4945(d) of the Code; and

(e) Shall distribute the income of the Corporation for each taxable year at such times and in such manner as not to become subject to the tax on undistributed income imposed by § 4942 of the Code.

2.5 Termination of the Corporation. The Board of Directors of the Corporation shall have the authority to dissolve the Corporation at any time that, by an affirmative vote of a majority of the Board of Directors, it deems such dissolution appropriate or advisable. Upon the dissolution of the Corporation, after paying or making provision for payment of all liabilities of the Corporation then outstanding and unpaid, the Board of Directors shall distribute the assets of the Corporation to one or more organizations then described in §§ 501(c)(3) and 170(c) of the Code, or any corresponding provisions of any future federal tax laws, as the Board of Directors shall determine. Any assets not so disposed of by the Board of Directors shall be disposed of by a 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 to such organization or organizations which are organized and operated exclusively for charitable purposes, within the meaning of §§ 501(c)(3) and 170(c) of the Code, or any corresponding provisions of any future federal tax laws, as such court shall determine.

ARTICLE III. MEMBERSHIP

The Corporation shall not have members.

ARTICLE IV. DIRECTORS

4.1 General Powers. The business and affairs of the Corporation shall be supervised by its Board of Directors (the “Board”), which shall exercise in the name of and on behalf of the Corporation all of the rights and privileges legally exercisable by the Corporation as a corporate entity, except as may otherwise be provided by law, the Charter, or these Bylaws. In addition, without limiting the foregoing, the Board shall be authorized and empowered:

(a) To employ such persons as in its opinion are needed for the administration of the Corporation and to pay reasonable compensation for services and expenses thereof;

(b) To receive, accept, administer, invest and distribute on behalf of the Corporation property gifted or bequeathed to the Corporation;

(c) To make distributions of income and principal in furtherance of the Corporation's charitable purposes in such amounts and proportions as the Board, in its discretion, shall determine from time to time.

4.2 Number and Tenure. There shall be at least three (3) Directors of the Corporation and no more than eleven (11) Directors. An initial Board of Directors shall be appointed by the Incorporator of the Corporation. Each elected Director shall hold office for a term of one (1) year or until his or her successor has been elected and qualified, or until such Director's earlier resignation, removal from office, or death. The Board is intended to be self-perpetuating and any vacancies on the Board shall be filled by the affirmative vote of a majority of the Directors then in office as provided in Section 4.10.

4.3 Limited Personal Liability. No person who is or was a Director of the Corporation, nor such person's heirs, executors, or administrators (hereinafter collectively referred to for purposes of this Section as a "Director"), shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a Director. However, this provision shall not eliminate or limit the liability of a Director:

- (a) for any breach of a Director's duty of loyalty to the Corporation;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
- (c) under § 48-58-302 of the Act.

If the Act hereafter is amended to authorize the further elimination of limitation of the liability of directors, then the liability of a Director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Act. No repeal or modification of the provisions of this Section, 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 of such repeal or modification.

4.4 Annual Meeting. The annual meeting of the Board shall be held within or without the State of Tennessee at such time and date as shall be determined by the Board. The purpose of the annual meeting shall be to elect officers and transact such other business as may properly be brought before the meeting in accordance with the Act. If the Directors and officers are not elected on the day herein designated for any annual meeting of the Board, or at any adjournment thereof, the Board shall cause a special meeting of the Board to be held as soon thereafter as may be convenient for such purpose.

4.5 Special Meetings. Special meetings of the Board may be called by the President or at the request of any two (2) members of the Board.

4.6 Notices. Notice of the time and place of each annual or special meeting shall be given to each Director by the Secretary or by the person or persons calling such meeting. Notice of each annual and special meeting shall be given at least ten (10) days prior thereto. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

4.7 Quorum and Participation. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board. The members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, 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 presence in person at such meeting. The Board shall be promptly furnished a copy of the minutes of the meetings of the Board.

4.8 Manner of Acting. Each Director shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as may otherwise be specifically provided by law, by the Charter, or by these Bylaws. Members of the Board absent from any meeting shall not be permitted to vote at such meeting by written proxies. The Directors shall elect a Chair to preside over all meetings of the Board. If the Chair is not able to attend a meeting of the Board, then he or she shall appoint another Board member to serve as temporary Chair.

4.9 Action Without a Meeting. Any action required or permitted to be taken at a meeting by the Board, or by any committee thereof, may be taken without a meeting if all voting members of the Board or committee thereof 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 or committee thereof as the case may be. The action must be evidenced by one (1) or more written consents describing the action taken, signed in one (1) or more counterparts by each member 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, or committee thereof. A consent signed under this Section shall have the same force and effect as a meeting vote of the Board, or any committee thereof, and may be described as such in any document.

4.10 Vacancies. Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the Directors then in office. If a vacancy is not filled within ninety (90) days after the event which resulted in there being fewer directors than required by the Bylaws or Charter, any Director may apply to a court having equity jurisdiction in the county in which the

Corporation has its principal office to have such court appoint a sufficient number of directors so that the Corporation will have the number of directors required by its Bylaws or Charter, whichever number is greater.

4.11 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any Corporation matter is taken shall be presumed to have assented to the action taken, unless such Director's 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 certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

4.12 Removal. Any Director may be removed, with or without cause, by the unanimous vote of the other Directors.

4.13 Resignation. A Director 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 V. OFFICERS

5.1 Number. The Corporation shall have a President and Secretary each of whom shall be elected in accordance with the provisions of this Article. The Board may also elect such other officers and assistant officers as the Board may from time to time deem necessary or appropriate. Any two or more offices may be held simultaneously by the same person, except for the office of President and Secretary.

5.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at its annual meeting. Each officer shall hold office for a term of one (1) year or until his or her earlier death, resignation, or removal from office in the manner hereinafter provided. A retiring officer may succeed himself or herself.

5.3 President. The President shall be the principal executive officer of the Corporation. The President shall, when present, preside at all meetings of the Board 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 to time be prescribed by the Board. The President may sign, with the Secretary or any other proper officer thereunto authorized by the Board: deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof

shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

5.4 Secretary. The Secretary shall keep the minutes of the proceedings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian 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 is duly authorized on behalf of the Corporation under its seal; keep a register of the post office address of each member of the Board, which address shall be furnished to the Secretary by each director; 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 or by the Board.

5.5 Removal. The Board may remove any officer when, in its judgment, the best interests of the Corporation will be served thereby. Such removal may be with or without cause by an affirmative vote of the majority of the Board.

5.6 Vacancies. A vacancy in any office held by an officer, because of death, resignation, removal disqualification, or otherwise, may be filled by the Board.

5.7 Resignation. An officer may resign such officer's position at any time by tendering such 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.

5.8 Voting Securities. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Corporation to attend and to act and vote at any meetings of security holders, partnerships, or corporations in which the Corporation may hold securities, and at such meetings shall possess and may execute any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The Board may from time to time by a resolution confer like powers upon any other person or persons.

ARTICLE VI. COMMITTEES

6.1 Standing Committees. The Board of Directors 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 two (2) or more members, shall be under the control and serve at the pleasure of the Board of Directors, shall have charge of such duties as may be assigned to them by the Board of Directors or these Bylaws, shall maintain a permanent record of their actions and proceedings, and shall regularly submit a report of their actions to the

Board of Directors. The Chairman of the Board of Directors, or the Chairman's designee, shall serve on each committee as an ex-officio, non-voting, member. Such standing committees shall have such authority as may be stipulated by the Board of Directors.

6.2 Ad Hoc Committees. The Chairman of the Board of Directors, with the approval of the Board of Directors as evidenced by resolution, may from time to time create such ad hoc committees as the Chairman believes necessary or desirable to investigate matters or advise the Board of Directors. 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 Directors. Such committees shall operate until their tasks have been accomplished or until earlier discharged by the Board of Directors.

ARTICLE VII. CONTRACTS, LOANS, CHECKS, DEPOSITS, INVESTMENTS

7.1 Contracts and Employment of Agents. The Board may authorize any Director, 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 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 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.

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

7.3 Checks. All checks, drafts, or other orders for the payment of money, notes, or other evidences of 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.

7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation with such banks, trust companies, brokerage accounts, investment managers, or other depositories as the Board may from time to time select.

7.5 Investment Authority. The Board shall be authorized to retain assets distributed to it, even though such assets may constitute an over-concentration in one or more similar investments. Further, the Board 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 jeopardize the tax-exempt status of the Corporation.

ARTICLE VIII. STANDARDS OF CONDUCT

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

- (a) in good faith;
- (b) with the care 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.

8.2 Director's Duty to Disclose. In discharging Board or committee duties, a Director must disclose, or cause to be disclosed, to the other Directors or committee members information not already known by the other Directors or committee members, but known by the Director to be material to the discharge of their decision-making or oversight functions, except that disclosure is not required to the extent that the Director reasonably believes that doing so would violate a duty imposed by law, a legally enforceable obligation of confidentiality, or a professional ethics rule.

8.3 Officer's Duty to Inform. The duty of an officer includes the obligation to inform:

- (a) The superior officer to whom, or the board of directors or the committee thereof to which, the officer reports, of information about the affairs of the nonprofit corporation known to the officer, within the scope of the officer's functions and known to the officer to be material to the superior officer, board or committee; and
- (b) The officer's superior officer, or another appropriate person within the nonprofit corporation, or the board of directors, or a committee thereof, of any action or probable material violation of law involving the corporation or material breach of duty to the corporation by an officer, employee, or agent of the corporation, that the officer believes has occurred or is likely to occur.

8.4 Reliance on Third Parties. In discharging his or her duties, a Director 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 Director or officer reasonably believes to be reliable and competent in the matters presented;
- (b) one or more volunteers of the Corporation whom the Director or officer reasonably believes to be reliable and competent in the matters presented;

(c) legal counsel, public accountants, or other persons as to matters the Director or officer reasonably believes are within the person's professional or expert competence; or

(d) with respect to a Director, a committee of the Board of which the Director is not a member, as to matters within its jurisdiction, if the Director or officer reasonably believes the committee merits confidence.

8.5 Bad Faith. A Director 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 8.4 unwarranted.

8.6 No Liability. A Director or officer is not liable for any action taken, or any failure to take action, as a Director or officer, if such Director or officer performs the duties of his or her office in compliance with the provisions of this Article, or if such Director or officer is immune from suit under the provisions of § 48-58-601 of the Act or any successor statutory provision.

8.7 No Fiduciary Duty. No Director 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.

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

ARTICLE IX. CONFLICTS OF INTEREST

9.1 Purpose. The Corporation shall have a Conflict of Interest Policy as provided in this Article. The purpose of this Conflict of Interest Policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

9.2 Definitions.

(a) Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(i) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

(ii) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Subsection 9.3(b) below, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

9.3 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(ii) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more

advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the Conflict of Interest Policy.

(i) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(ii) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

9.4 Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

9.5 Compensation.

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the

Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

9.6 Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

9.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9.8 Use of Outside Experts. When conducting the periodic reviews as provided for in Section 9.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X. INDEMNIFICATION

10.1 Mandatory Indemnification. To the maximum extent permitted by the provisions of §§ 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 indemnification under this Section 10.1 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 Director 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 for purposes of this Article 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:

(a) the Proceeding was instituted by reason of the fact that such person is or was a Director or officer of the Corporation; and

(b) the Director 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 her 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 Director, or officer did not meet the standard of conduct herein described.

10.2 Permissive Indemnification. The Corporation may, to the maximum extent permitted by the provisions of § 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 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's heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 10.1 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 and met the standards of conduct set forth in Subsection 10.1(b) above. The Corporation also may indemnify and advance expenses in a Proceeding to any person who 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 Bylaws, by contract, or by general or specific action of the Board.

10.3 Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 10.1 and 10.2 above are contractual between the Corporation and the person being indemnified, and such person's 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, by these Bylaws, by the purchase and maintenance by the Corporation of insurance on behalf of a Director, officer, employee or agent of the Corporation, or by an agreement with the Corporation providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

10.4 Non-Limiting Application. The provisions of this Article 10 shall not limit the power of the Corporation to pay or reimburse expenses incurred by a Director, officer, employee or agent of the Corporation in connection with such person's appearing as a witness in a Proceeding at a time when such person has not been made a named defendant or respondent to the Proceeding.

10.5 Prohibited Indemnification. Notwithstanding any other provision of this Article 10, the Corporation shall not indemnify or advance expenses to or on behalf of any Director, officer, employee or agent of the Corporation, or such person's heirs, executors, administrators or legal representatives:

(a) if a judgment or other final adjudication adverse to such person establishes such person's liability for any breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under § 48-58-302 of the Act;

(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 such person was adjudged liable on the basis that personal benefit was improperly received by him or her.

10.6 Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article 10, 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 XI. NOTICES AND WAIVER OF NOTICE

The notices provided for in these Bylaws shall be communicated in person, by telephone, facsimile, mail, private carrier or electronic transmission, provided that in the case of notice by electronic transmission, the member, director, officer or committee member has consented to receiving notice in such manner. Persons may consent to receive notice by electronic transmission by delivering to the Secretary or President of the Corporation a document evidencing such consent and including in that document the electronic contact information that the director desires for the Corporation to use. Such consent shall remain in effect until modified or revoked by such person in a document delivered to the Secretary or President of the Corporation. Whenever any notice is required to be given to any director, officer or committee member of the Corporation under the provisions of these Bylaws, the Charter, 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 XII. AMENDMENTS

12.1 By The Board. These Bylaws and the Charter may be altered, amended or repealed, and a new Charter or new Bylaws adopted by a majority of the Board at any annual or special meeting of the Board, provided that the notice of such meeting shall state that the purpose, or one (1) of the purposes, of the meeting is to amend the Bylaws and/or the Charter and shall also contain a description of the amendment to be considered.

12.2 Limitation on Amendment. No alteration, amendment, or repeal shall be made to the extent that such alteration, amendment, or repeal is inconsistent with the charitable purposes of the Corporation as set forth in the Charter. No amendment shall authorize the Board to conduct the affairs of the Corporation in any manner or for any purpose contrary to the provisions of §§ 501(c)(3) and 170(c) of the Code, as now in force or hereafter amended.

ARTICLE XIII. EXEMPT STATUS

The Corporation has been organized and will be operated exclusively for exempt purposes within the meaning of §§ 501(c)(3) and 170(c) of the Code and, as such, will be exempt from taxation under § 501(a) of the Code. Any provision of these Bylaws or of the Charter which would in any manner adversely affect the Corporation's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the Corporation's tax exempt status.

Effective: November 10, 2022



A.W.A.K.E. Nashville (Advocating for Wellness, Accessibility, and Knowledge of injustice facing the Elderly) is a non-profit organization that advocates for senior members of our community who have limited resources and cannot advocate for themselves. It is our goal to build a bridge of opportunity for the very people who thought they had been forgotten.



The organization was formed by Karen Holder and Danielle Cotton after spearheading the recent relocation efforts of the displaced seniors from the North Park Village Senior Community in Madison, TN. The mother-daughter duo saw a need and wanted to launch an organization to address the growing housing gap for senior residents of Nashville. However, they realize that affordable housing for seniors is not an isolated problem and they plan to continue to scale their efforts worldwide.

The over-arching purpose of AWAKE Nashville is to be the change agent in transforming the lives of seniors to a place of wholeness. We are dedicated to assessing each person's individual needs in efforts to improve their ability to function as a productive, contributing members of their community.

Vision

Our vision is to engage the community to reimagine aging by respecting the value and worth of seniors as they live out their full potential.

Mission

Our mission is to help mitigate displacement and create affordable housing solutions for seniors on fixed incomes and provide supportive services that enhance their well-being while keeping them connected to community.

AWAKE Nashville

Accountant's Compilation Report
and Financial Statements

As of and for the Year Ended
December 31, 2022

AWAKE Nashville

Financial Statements

As of and for the Year Ended December 31, 2022

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Polk Property Partners, LLC

Michael Polk Jr., CPA
Mableton, GA 30126
404.539.4045

ACCOUNTANT'S COMPILATION REPORT

To the Members of
The Metropolitan Housing
Trust Fund Commission
800 2nd Avenue South
Nashville, TN 37210

Management is responsible for the accompanying financial statements of AWAKE Nashville, which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. I have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, or provided any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about AWAKE. Nashville's financial position, results of operation, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.



Michael Polk Jr. CPA
Polk Property Partners, LLC
Mableton, Georgia
April 7, 2023

AWAKE Nashville
Statement of Financial Position
As of December 31, 2022

Assets

Cash	\$	188
Prepaid Expenses		600
		<hr/>
Total assets	\$	788
		<hr/> <hr/>

Net Assets

Without Donor Restrictions		788
With Donor Restrictions		-
		<hr/>
Total net assets	\$	788
		<hr/> <hr/>

AWAKE Nashville
Statement of Activities
For the Year Ended December 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>Revenues, gains, and other support:</u>			
Donations	\$ 13,300	\$ 11,100	\$ 24,400
In-Kind Donations	400	-	400
Total revenues and gains	<u>13,700</u>	<u>11,100</u>	<u>24,800</u>
<u>Net assets released from restrictions:</u>			
Satisfaction of Donor Restrictions	11,100	(11,100)	-
Total net assets released from restrictions	<u>11,100</u>	<u>(11,100)</u>	<u>-</u>
 Total revenues, gains, and other support:	 24,800	 -	 24,800
<u>Expenses and losses:</u>			
Program Activities			
Displaced Family Relocation Assistance	12,090	-	12,090
Community Outreach Events	10,000	-	10,000
Supporting Activities:			
Management and General	1,922	-	1,922
Total expenses and losses	<u>24,012</u>	<u>-</u>	<u>24,012</u>
 Change in net assets	 788	 -	 788
Net assets at the beginning of year	-	-	-
Net assets at the end of year	<u>\$ 788</u>	<u>\$ -</u>	<u>\$ 788</u>

See Accountant's Compilation Report

AWAKE Nashville
Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program Activities		Supporting Activities	Total
	Displaced Family Relocation Assistance	Community Outreach Events	Management and General	
Advertising	\$ -	\$ -	\$ 69	\$ 69
Family Relocation Assistance	12,090	-	-	12,090
In-Kind Donated Supplies	-	-	400	400
Other	-	-	23	23
Postage	-	-	94	94
Printing and Copying	-	-	161	161
Professional Services	-	-	900	900
Supplies	-	-	275	275
Vendor and Contractor Payments	-	10,000	-	10,000
Total Expenses	<u>\$ 12,090</u>	<u>\$ 10,000</u>	<u>\$ 1,922</u>	<u>\$ 24,012</u>

See Accountant's Compilation Report

AWAKE Nashville
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash flows from operating activities:

Change in net assets:	\$	788
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Increase in prepaid expenses		(600)
Net cash provided by operating activities		<u>188</u>
 Net Increase in Cash		 188
 Net Cash at Beginning of Year		 <u>-</u>
 Net Cash at End of Year	 \$	 <u>188</u>
 Supplemental disclosures on cash flow information:		
Non-cash activities:		
In-kind donations	 \$	 <u>400</u>

Certificate Of Completion

Envelope Id: EE3E72B383504292A4248DA9A3AC6BF8	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - AWAKE Nashville (N0537103xD719A).PDF, Barne...	
Source Envelope:	
Document Pages: 50	Signatures: 7
Certificate Pages: 15	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Ronald Colter	Location: DocuSign
6/6/2023 9:43:54 AM	Ronald.colter@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)	<i>Abraham Wescott</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/6/2023 10:01:01 AM Viewed: 6/6/2023 10:24:54 AM Signed: 6/7/2023 8:09:06 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karin Fielder Weaver karin.weaver@nashville.gov Security Level: Email, Account Authentication (None)	<i>Karin Fielder Weaver</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/7/2023 8:09:08 AM Viewed: 6/7/2023 8:10:21 AM Signed: 6/7/2023 8:11:12 AM
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Electronic Record and Signature Disclosure:
Accepted: 6/7/2023 8:10:21 AM
ID: 871a53cb-0770-464b-a2e5-f92c7a1c1192

Rose Wood rose.wood@nashville.gov Finance Admin Metro Finance Dept. OMB Security Level: Email, Account Authentication (None)	<i>RW</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 6/7/2023 8:11:14 AM Viewed: 6/7/2023 8:14:04 AM Signed: 6/7/2023 8:17:30 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)	<i>AP</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/7/2023 8:17:32 AM Viewed: 6/7/2023 8:22:23 AM Signed: 6/7/2023 8:22:35 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
kelly flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/7/2023 8:22:37 AM Viewed: 6/7/2023 8:26:18 AM Signed: 6/7/2023 8:26:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/7/2023 8:26:18 AM
 ID: 284503bb-bfcf-4abb-8167-5a721c408b9d

Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/7/2023 8:26:36 AM Viewed: 6/7/2023 1:50:14 PM Signed: 6/7/2023 1:51:59 PM
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Electronic Record and Signature Disclosure:
 Accepted: 6/7/2023 1:50:14 PM
 ID: 311addab-09bb-4d52-b005-a1d90a2f6348

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/7/2023 1:52:02 PM Viewed: 6/7/2023 3:35:30 PM Signed: 6/7/2023 3:35:45 PM
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Electronic Record and Signature Disclosure:
 Accepted: 6/7/2023 3:35:30 PM
 ID: fd21f6a6-6ffd-47c9-b7f3-712aeeb858e3

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/6/2023 10:01:01 AM
Certified Delivered	Security Checked	6/7/2023 3:35:30 PM
Signing Complete	Security Checked	6/7/2023 3:35:45 PM
Completed	Security Checked	6/7/2023 3:35:45 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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