

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

Date: January 19, 2023

To: Board of Commissioners

From: Benjamin M. Bentley, Secretary

Subject: **AGENDA**  
Board Meeting of the Board of Commissioners  
**Thursday, January 26, 2023, 5 p.m.**  
901 N. Broadway Street  
Knoxville, TN 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the meeting held on December 6, 2022. [\(Item 2 Attachment\)](#)
3. Motion to add, delete or postpone agenda items.
4. Reports of officers and special presentations.

## **NEW BUSINESS**

### **EXECUTIVE** (Ben Bentley)

5. Resolution requesting approval to enter into a loan agreement with Regions Bank relating to tax increment financing for the South Waterfront Redevelopment Area. [\(Item 5 Attachment\)](#)

Unfinished Business  
Public Forum  
Adjournment

The next agenda review meeting will be on **February 16, 2023**

The next board meeting will be held on **February 23, 2023**

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of the Knoxville's Community Development Corporation met on December 6, 2022 at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared present at 5:06 p.m.

**Present:** Chair Robert Whetsel  
Vice Chair Kimberly Henry  
Treasurer Scott Broyles  
Commissioner John Winemiller  
Commissioner Robyn McAdoo  
Commissioner Felix Harris  
Commissioner Kathy Hill

**Absent:**

Approval to execute the minutes for the *regular* meeting held on October 27, 2022. Commissioner Hill moved to approve. Commissioner McAdoo seconded the motion. All other Commissioners present voted "Aye."

NEW BUSINESS

REDEVELOPMENT/LEGAL SERVICES (Brad Peters)

Resolution regarding Bell Street 2 LP authorizing the carryforward of the bond authority allowing issuance of the bonds to finance the Project within three calendar years. Commissioner Broyles moved to approve. Commissioner Winemiller seconded the motion. Commissioners Henry and McAdoo were recused. All other Commissioners present voted "Aye." Resolution No. 2022-39 is attached.

Resolution regarding a payment in lieu of tax transaction (PILOT) with Central Terrace LP. Commissioner Henry moved to approve. Commissioner Broyles seconded the motion. Commissioner Henry was recused. All other Commissioners present voted "Aye." Resolution No. 2022-40 is attached.

Resolution regarding a payment in lieu of tax transaction (PILOT) with Callahan Flats LP. Commissioner McAdoo moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye." Resolution No. 2022-41 is attached.

Resolution regarding a payment in lieu of tax transaction (PILOT) with DGA Holston LP. Commissioner Winemiller moved to approve. Commissioner Broyles seconded the motion. All other Commissioners present voted "Aye." Resolution No. 2022-42 is attached.

Resolution regarding a payment in lieu of tax transaction (PILOT) with DGA Grosvenor Square LP. **Commissioner Henry moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye." Resolution No. 2022-43 is attached.**

Final Resolution authorizing issuance of not to exceed \$27,500,000 collateralized multifamily housing bonds (Grosvenor Square Project) Series 2022. **Commissioner Broyles moved to approve. Commissioner McAdoo seconded the motion. Commissioner Henry was recused. All other Commissioners present voted "Aye." Resolution No. 2022-44 is attached.**

Final Resolution authorizing issuance of not to exceed \$15,000,000 collateralized multifamily housing bonds (Willow Place Project) Series 2022. **Commissioner McAdoo moved to approve. Commissioner Broyles was recused. Commissioner Henry was recused. All other Commissioners present voted "Aye." Resolution No. 2022-45 is attached.**

**ADMINISTRATION** (Jim Barker)

Approval to award contract for trash collection services with Waste Connections of Tennessee, Inc. **Commissioner McAdoo moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye."**

**EXECUTIVE** (Ben Bentley)

Resolution regarding execution of Development Agreement with Tailwater South, LLC for construction of 20 townhomes in the South Waterfront Redevelopment Area. **Commissioner Henry moved to approve. Commissioner Broyles seconded the motion. All other Commissioners present voted "Aye." Resolution No. 2022-46 is attached.**

Approval to enter into an amended and restated employment agreement with Ben Bentley. **Commissioner McAdoo moved to approve. Commissioner Winemiller seconded the motion. All other Commissioners present voted "Aye."**

**PUBLIC FORUM**

None

**UNFINISHED BUSINESS**

None

**ADJOURNMENT**

With no further business to come before the Board, the meeting adjourned by consent at 5:34 p.m.

\_\_\_\_\_  
Robert Whetsel, Chair

Approved:

**ATTEST:**

\_\_\_\_\_  
Benjamin M. Bentley, Secretary

Approved:



## BOARD ACTION FORM

<b>MEETING DATE</b>	January 26, 2023
<b>AGENDA ITEM DESCRIPTION</b>	Resolution requesting approval to enter into a loan agreement with Regions Bank relating to tax increment financing for the South Waterfront Redevelopment Area.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Ben Bentley, Executive Director/CEO
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$ <u>N/A</u> <b>Expenditure:</b> \$ <u>N/A</u> <b>Source of Funds:</b> Tax Increment Finance
<b>APPROVAL / REVIEWS</b>	<input type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>Bass Berry &amp; Sims</u> Other – Name/Title:
<p style="text-align: center;"><b><u>BACKGROUND</u></b></p> <p><b>1. What is the objective of this action?</b> In partnership with the City of Knoxville, KCDC has entered development agreements on three infrastructure projects to date (Kerns Bakery, LIV Development - 451 E Blount, and Tailwater South - 1400 Island Home Ave), to invest a total of \$9,793,172 in tax increment revenue from the South Waterfront Redevelopment Area to support the private development. This action will allow KCDC to continue our important work in the South Waterfront.</p> <p><b>2. Why is the action needed now?</b> The first of these development agreements, the Kerns Bakery, will be seeking reimbursement for infrastructure costs in the first six months of the year. There are other COK costs related to planning and infrastructure work that are likely to be incurred in the next six months.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b> Regions Bank - Lender KCDC - Borrower No Guarantor</p> <p><b>4. What are the long-term and short-term exposures?</b> No financial exposures to KCDC, as we are not a guarantor, nor are we committing any KCDC funds to support this project. KCDC is simply pledging increment from the South Waterfront to retire the debt from Regions.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	The South Waterfront Vision Plan and the South Waterfront Redevelopment Plan were created in 2006. In 2014, the Redevelopment Plan was amended to include language enabling tax increment finance. In 2021, the tax increment finance district had positive increment for the first time in its 15 year history, which enables us to borrow money.
<b>ATTACHMENTS</b>	Resolution Term Sheet

## REGIONS CAPITAL ADVANTAGE, INC.

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August 24, 2022

Ben Bentley  
Executive Director / CEO  
KCDC  
901 N Broadway St  
Knoxville, TN

**Reference:** Up to \$25,000,000 Non-Bank Qualified Draw-Down Loan

Dear Ben:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to Knoxville's Community Development Corporation ("KCDC" / the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part.

<b>Borrower:</b>	Knoxville's Community Development Corporation ("KCDC")
<b>Lender:</b>	Regions Capital Advantage, Inc.
<b>Role of Lender:</b>	The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that it should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.
<b>Privately Negotiated Loan:</b>	The Borrower acknowledges and agrees that the Lender is purchasing the Debt Instrument in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.
<b>Purpose:</b>	The proceeds of the Loan will be used to finance development projects related to the South Waterfront Vision Plan to be agreed upon by Lender and Borrower (collectively, the "Project").

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## REGIONS CAPITAL ADVANTAGE, INC.

<b>Loan Amount:</b>	Up to \$25,000,000
<b>Structure:</b>	Non-Bank Qualified Tax-Exempt Revenue Backed Draw Down Loan evidenced by a promissory note, bond, or other debt instrument (the "Debt Instrument")
<b>Draw Period</b>	During the first 36 months the Borrower may complete a Requisition Form to draw any amount of at least \$100,000. Draws may be requested at a maximum of once per month. A Certified Requisition Form, indicating proforma Debt Service Coverage of 1.25x, will be required with each draw.
<b>Term Out</b>	At the end of any fiscal year, any funded balance during the Draw Period will be converted to a Term Loan on a predetermined term out date. The repayment of each Term Loan will be based on level annual principal through 06/01/2042. All Term Loans will be subject to the Purchase Option defined herein. The interest Rate on the Term Loan may be locked based on the Fixed Rate formula indicated below.
<b>Debt Service Reserve Fund</b>	<p>Equal to the Maximum Annual Debt Service of outstanding debt.</p> <p>Maximum Annual Debt Service: For any fiscal year during which the Debt Instrument is outstanding, (i) Total Annual Debt Service for all funded Term Loans, plus (ii) Interim Funded Debt Service Calculation, plus (ii) Proforma Debt Service</p> <p>Interim Funded Debt Service Calculation: total annual debt service on any funded debt that has yet to be converted to a term loan, if applicable, based on level annual debt service with a 20-year repayment in year one, 19-year repayment in year two and an 18-year repayment in year three based on the current Fixed Rate Formula.</p> <p>Proforma Debt Service: New debt to be funded based on level annual debt service with a 20-year repayment in year one, 19-year repayment in year two and an 18-year repayment in year three based on the current Fixed Rate Formula.</p>
<b>Surplus Fund</b>	<p>Minimum Surplus Fund Balance shall be the sum of Pledged Revenue for all fiscal years which the debt has been outstanding minus (i) the required annual debt service during that same period and (ii) any required deposits to the DSRF during that same period (excluding any bond proceeds deposited at issuance). The Minimum Surplus Fund Balance will be tested semiannually commencing one year after closing.</p> <p>If at any point while the Debt Instrument is outstanding, (1) the ad valorem taxes collected regarding a single parcel of real property represents no more than 25% of Pledged Revenues and (2) Trailing Annual Revenues to Maximum Annual Debt Service is at least 1.30x, (3) at least \$1,000,000 has accumulated in the Surplus Fund, then the minimum Surplus Fund Requirement will be \$1,000,000. Trustee will notify the Lender, within 10 business days, when Borrower draws from the Surplus Fund.</p>
<b>Interest Rate:</b>	The Loan is a Tax-Exempt, Non-Bank Qualified Loan.

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### Variable Rate

During the Draw Period, the interest Rate will be a Variable Rate equal to the following:

**79% of 1 Month BSBY + 173 bps**

**The indicative rate as of 08/10/2022 is 3.58%**

### Fixed Rate

The Fixed Rate of such Term Loan will bear interest at a fixed rate per annum until the Purchase Option equivalent to 79% of the prevailing 5 year US Treasury (the "Index Rate"), appearing as the most recent closing price of said Index Rate on the US Department of the Treasury website <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?date=yield>) plus 162 basis points.

**The indicative rate as of 08/10/2022 is 3.97 %.**

This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual initial fixed rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed.

### *About BSBY*

"BSBY Rate" means, with respect to any Interest Period, that rate of interest per annum which equals the BSBY Screen Rate that is two (2) SIFMA Business Days preceding the first day of such Interest Period; provided that if the rate is not published on such determination date then BSBY Rate means the BSBY Screen Rate on the first SIFMA Business Day immediately prior thereto on which such rate is so published, subject to any corrections published by Bloomberg Index Services Limited (or any successor administrator). In any event, the BSBY Rate will not be less than zero percent (0%) per annum.

"BSBY Screen Rate" means the U.S. Dollar wholesale funding rate known as the Bloomberg Short-Term Bank Yield Index for a period comparable to the term of the Interest Period, administered by Bloomberg Index Services Limited (or any successor administrator) and published on the applicable Bloomberg screen page (or by such successor administrator or such other commercially available source providing such quotations as may be designated by the Lender in its sole discretion from time to time).

"Interest Period" means initially, the period commencing from delivery of the Notes up to, but not including, the first Payment Date, and thereafter, each period from a Payment Date up to, but not including the next subsequent Payment Date.

"Payment Date" means the first Business Day of each month, beginning the first Business Day of the month immediately succeeding the delivery of the Notes, and continuing regularly and monthly thereafter until the Maturity Date; provided, however, that if the Master Indenture Note is redeemed prior to the Maturity Date in accordance with the Loan Agreement and the Master Indenture Note, then the final Payment Date is the Termination Date.

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<b>Default Rate:</b>	The interest rate otherwise applicable to the Debt Instrument plus 4%
<b>Repayment:</b>	Interest will be payable semi-annually (calculated on the basis of a 30-day month and a 360-day year) on each June 1 and December 1. Annual principal payments will be payable each June 1. Annual repayment will be based on level principal through 06/01/2042. In the event of a mandatory purchase of the Bond pursuant to the Purchase Option Section contained herein, all principal and interest on the Bond shall be due and payable on the applicable Purchase Date (as hereinafter defined). All payments are due on the same calendar day of the month.
<b>Maturity Date:</b>	The earlier of (i) 06/01/2042 and (ii) any Purchase Date. Maturity date and Purchase Date must fall on a payment due date. Initially, 06/01/2029.
<b>Purchase Option:</b>	<p>At least 180 days prior to June 1, 2029 and June 1, 2036 (collectively, the “Purchase Dates” and each a “Purchase Date”), Borrower may request Lender to waive Borrower’s purchase obligation on the applicable Purchase Date; however, the decision of whether said purchase obligation be waived shall solely be the decision of Lender based on factors it deems relevant. If the Lender fails to respond to Borrower’s request to waive the Borrower’s purchase obligation on such Purchase Date, such waiver shall automatically be deemed denied and Borrower shall be required to purchase the Bond on such Purchase Date.</p> <p>At least 90 days prior to any Purchase Date, Lender may reprice the Bond (based on market conditions it deems relevant at the time) to be effective commencing on the applicable Purchase Date (with said pricing to be effective through the next Purchase date, if any, or the Maturity Date) by giving written notice to Borrower of said proposed price adjustment. If Borrower agrees to said price adjustment, it shall notify Lender of its agreement at least 75 days prior to the applicable Purchase Date such that Borrower and Lender can effectuate the necessary amendment documents and public approvals to amend the pricing on the Bond. The Borrower agrees to pay all out-of-pocket expenses associated with said pricing amendments and public approvals to effectuate the revised pricing. If Borrower does not agree to the amended pricing on the Bond, then the entire amount of principal and accrued interest on the Bond shall be due from Borrower on the applicable Purchase Date.</p>
<b>Prepayment:</b>	<p><b>Fixed Rate Portion:</b> The Borrower may not prepay any part of the principal balance of this Bond During the first four (4) years.</p> <p><b>Variable Rate Portion:</b> The Borrower may, on any date, pay in advance the entire unpaid principal amount of this Bond or any lesser portion or portions thereof by paying to the Lender the principal amount to be prepaid, <u>plus</u> interest accrued on such principal amount to the date of such prepayment.</p> <p>All partial prepayments of principal shall be applied in the inverse order of maturities.</p>
<b>Facility Fee:</b>	None.
<b>Other Fees, Costs and Expenses:</b>	The Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches,

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	and recordation) incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Bank Counsel fee not expected to exceed: \$25,000
<b>Security:</b>	A pledge of and a perfected first lien upon, all available incremental revenues to be agreed upon by Borrower and Lender  Debt Service Reserve Fund
<b>Determination of Taxability:</b>	Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.
<b>Increased Costs and Capital Adequacy:</b>	The Lender shall have the right to require, in its sole discretion and at its sole option, additional payments by the Borrower in order to maintain the same after-tax yield on the Debt Instrument if the Lender determines in its sole discretion that the adoption or taking effect of, or the change (including by interpretation or application) of, any laws, regulations, rules, guidelines, directives or treaties (except for changes to the tax rate on the overall net income of the Lender), whether or not having the force of law, adversely affects the Lender's after-tax yield, regardless of the date adopted, enacted or issued.
<b>Representations and Warranties:</b>	Usual and customary for this type of financing.
<b>Covenants:</b>	Usual and customary for this type of financing, including but not limited to the following: <ul style="list-style-type: none"> <li>(1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender: <ul style="list-style-type: none"> <li>(i.) Audited financial statements within 270 days of the end of each of the Borrower's fiscal years;</li> <li>(ii.) Audited breakout of Pledged Revenues</li> <li>(iii.) Aging report of property tax billings on all parcels within the district contributing to Pledged Revenue including the current tax liability with increment delineated and any past due amounts.</li> </ul> </li> <li>(2) The Borrower shall achieve and observe certain financial covenants to include, without limitation, the following: <ul style="list-style-type: none"> <li>(i.) Debt Service Coverage Ratio min of 1.10x;</li> <li>(ii.) Liquidity Covenant to be tested annually based on the Surplus Fund requirement</li> </ul> </li> </ul>

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	(iii.) No additional parity or subordinate debt without Bank Approval
<b>Defaults:</b>	Usual and customary for this type of financing.
<b>Remedies:</b>	The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.
<b>Legal Opinions:</b>	<p>As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:</p> <p>an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Tennessee to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that the pledge of Pledged Revenues is valid and enforceable against the Borrower in accordance with its terms, and (e) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Tennessee.</p>
<b>Transfer Provisions:</b>	The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.
<b>Disclaimer:</b>	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
<b>US Patriot Act:</b>	The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

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<b>Confidentiality:</b>	The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
<b>Waiver of Jury Trial:</b>	To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.
<b>Governing Law:</b>	State of Tennessee

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through September 30, 2022. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

## REGIONS CAPITAL ADVANTAGE, INC.

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### EXHIBIT A

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out-of-pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

#### **ACCEPTANCE:**

Borrower does hereby agree to all provisions contained in Exhibit A.

Borrower Signature:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_