Subject to Client Review

INVESTMENT FUND PUT/CALL AGREEMENT

THIS INVESTMENT FUND PUT/CALL AGREEMENT (this "Agreement") is entered into a
of [], 2020 (the "Effective Date"), by and between TRUIST COMMUNITY CAPITAL
LLC, a Georgia limited liability company ("Fund Member"), and JACKSON COMMUNITY
REDEVELOPMENT AGENCY, a public instrumentality created pursuant to the Community
Redevelopment Act of 1998 ("Purchaser").

Recitals

- A. Fund Member is the owner of the Interest (as hereinafter defined) in JCM-MAM Jackson Investment Fund, LLC, a Georgia limited liability company ("Fund"), pursuant to the terms of that certain Operating Agreement of Fund, dated as of the Effective Date (as the same may be amended, restated, modified, or supplemented from time to time, the "Fund OA"), made by Fund Member as the sole member of Fund.
- B. Fund Member may wish to dispose of the Interest, and Purchaser may wish to acquire the Interest, on the terms and conditions set forth in this Agreement.
- NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Agreement

- 1. <u>Definitions</u>. All capitalized terms listed in the introductory paragraph and Recitals to this Agreement have the meanings assigned to them therein, and all capitalized terms not otherwise expressly defined herein shall have the meanings assigned to them in the Fund OA. In addition, the following terms shall have the following meanings in this Agreement:
- (a) "Affiliate" means (i) with respect to a corporation, (A) any officer or director thereof and any Person which is, directly or indirectly, the beneficial owner of more than 10% of any class of shares or other equity security or (B) any Person or Persons (individually or in the aggregate) which, directly or indirectly, control, are controlled by or are under common control with such corporation and (ii) with respect to a partnership, venture, or limited liability company, any (A) partner, member, or manager, (B) partner, member, or manager of a partner or member, (C) partnership with a common partner or member, or (D) coventurer thereof, and if any partner, member, manager, or coventurer is a corporation, any Person which is an Affiliate of such corporation. For purposes of this Agreement, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract or otherwise.
 - (b) "Call" has the meaning set forth in Section 3(a).
 - (c) "Call Election Notice" has the meaning set forth in Section 3(c).
 - (d) "Call Option Period" has the meaning set forth in Section 3(a).

- (e) "<u>Call Price</u>" has the meaning set forth in <u>Section 3(c)</u>.
- (f) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
 - (g) "FMV" has the meaning set forth in Section 3(c).
- (h) "<u>Fund Member Reps</u>" means, collectively, (i) Fund Member is the sole owner of the Interest, (ii) the Interest is not subject to any charge, lien, pledge or encumbrance of any kind, (iii) Fund Member has not made, caused or entered into any prior assignment or transfer of the Interest or any portion thereof, other than pursuant to the Leverage Loan Documents, and (iv) Fund Member has power and authority to execute, deliver and perform its obligations pursuant to the terms of the assignment of the Interest.
 - (i) "Indemnitor" has the meaning set forth in the QALICB NMTC Indemnity.
- (j) "<u>Interest</u>" means Fund Member's entire membership interest in Fund and all of its other rights and obligations under the Fund OA.
- (k) "<u>Leverage Loan Agreement</u>" means that certain Fund Loan Agreement, dated as of the Effective Date, by and between Fund and Purchaser, as the same may be amended, restated, modified, or supplemented from time to time.
- (l) "<u>Leverage Loan Documents</u>" has the meaning given to the term "Loan Documents" in the Leverage Loan Agreement.
 - (m) "Objection Notice" has the meaning set forth in Section 3(d).
- (n) "Person" means any individual, general partnership, limited partnership, limited liability limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, public agency, or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.
 - (o) "Project" has the meaning set forth in the Project Loan Agreement.
- (p) "<u>Project Borrower</u>" means Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.
- (q) "<u>Project Loan Agreement</u>" means that certain [Loan Agreement], dated as of the Effective Date, by and among Project Borrower, as borrower, and CDEs, as lenders, as the same may be amended, restated, modified, or supplemented from time to time.
 - (r) "Put" has the meaning set forth in Section 2(a).
 - (s) "Put Election Notice" has the meaning set forth in Section 2(b).
 - (t) "Put Option Period" has the meaning set forth in Section 2(b).
 - (u) "Put Price" has the meaning set forth in Section 2(c).
 - (v) "Put Rejection Notice" has the meaning set forth in Section 2(b).

- (w) "<u>QALICB NMTC Indemnity</u>" means that certain QALICB Indemnification Agreement, dated as of the Effective Date, by and between Project Borrower with and for the benefit of Truist, as the same may be amended, restated, modified, or supplemented from time to time.
 - (x) "Recapture Expiration Date" means [], 2027.1
- (y) "<u>Transfer</u>" means the assignment of the Interest from Fund Member to Purchaser (or its designee) in accordance with <u>Section 2</u> or <u>Section 3</u>, as applicable.
- (z) "<u>Truist</u>" means Truist Bank, a North Carolina banking corporation, and its successors and assigns.

2. Put of the Interest.

- (a) Purchaser hereby grants to Fund Member the right and option, but not the obligation, to sell all (but not less than all) of the Interest to Purchaser (the "Put") during the Put Option Period.
- (b) Fund Member shall have the right to exercise the Put by delivering notice of such exercise (the "<u>Put Election Notice</u>") in writing to Purchaser at any time during the period beginning on the Recapture Expiration Date and ending 180 calendar days after the Recapture Expiration Date (the "<u>Put Option Period</u>"). Delivery of a Put Election Notice constitutes the exercise of the Put and shall bind Purchaser to purchase the Interest for the Put Price. Upon delivery of the Put Election Notice, Fund Member shall be obligated to sell, without recourse, representation, or warranty (except for the Fund Member Reps), and Purchaser shall be obligated to purchase, the Interest. If Fund Member chooses not to exercise the Put, Fund Member may deliver notice of Fund Member's decision to Purchaser (the "<u>Put Rejection Notice</u>").
- (c) The purchase price for the Interest (the "<u>Put Price</u>") pursuant to the Put shall be an amount equal to the sum of:
 - (i) One Thousand Dollars and No/100 (U.S. \$1,000.00); plus
 - (ii) any state and local taxes attributable to the exercise of the Put and the sale of the Interest; plus
 - (iii) any other amounts due and owing, directly or indirectly, from Purchaser, Project Borrower or any of their respective Affiliates to Fund, Fund Member or Truist in connection with any direct or indirect financing for the Project.
- (d) The date of the Put closing shall be the date the Put Price is paid by Purchaser. The Put Price shall be paid by Purchaser by federal wire transfer 60 calendar days following the receipt of the Put Election Notice, or such other date as Fund Member and Purchaser shall agree in writing.
- (e) Purchaser will pay the first \$10,000 of Fund Member's closing costs attributable to the exercise of the Put (including Fund Member's reasonable attorneys' fees and expenses); *provided*, Fund Member shall provide reasonable evidence of such costs to Purchaser prior to payment of the Put Price. Thereafter, each party will bear its own closing costs.

¹ [NTD: DATE THAT IS 7 YEARS + 1 DAY AFTER THE CLOSING DATE]

3. Call of the Interest.

- (a) During the 180 calendar day period (the "<u>Call Option Period</u>") commencing on the date that is the earlier to occur of the following, Purchaser is hereby granted the right and option, but not the obligation, to purchase all, but not less than all, of the Interest (the "<u>Call</u>"): (i) the expiration of the Put Option Period (but only if Fund Member did not deliver a Put Election Notice prior to the expiration thereof) or (ii) Purchaser's receipt of the Put Rejection Notice.
- (b) Notwithstanding any provision of this Agreement to the contrary, the Call may not be exercised unless each of the following conditions precedent are satisfied: (i) no amounts are due and owing from Indemnitor to Fund Member or Truist under the QALICB NMTC Indemnity; (ii) no other amounts are due and owing, directly or indirectly, from Purchaser, Project Borrower or any of their respective Affiliates to Fund, Fund Member or Truist in connection with any direct or indirect financing for the Project other than the repayment of the principal and interest not currently due on the QLICI Loan; (iii) each of Purchaser and Project Borrower is duly formed, legally existing and in good standing under the laws of the state of its formation; and (iv) no [Default or Event of Default]² (as each such term is defined in the Project Loan Agreement) has occurred and is continuing under any of the Loan Documents (as such term is defined in the Project Loan Agreement).
- (c) Purchaser shall have the right to exercise the Call by delivering notice of such exercise (the "<u>Call Election Notice</u>") in writing to Fund Member at any time during the Call Option Period. Upon delivery of a Call Election Notice, Fund Member shall be obligated to sell, without recourse, representation, or warranty (except for the Fund Member Reps), and Purchaser shall be obligated to purchase, the Interest for an amount (the "<u>Call Price</u>") equal to the fair market value (the "<u>FMV</u>") of the Interest. The Call Election Notice shall contain Purchaser's preliminary determination of the Call Price.
- (d) Fund Member may, within 15 calendar days of receipt of the Call Election Notice, send written notice to Purchaser objecting to Purchaser's preliminary determination of the Call Price (an "Objection Notice"). If Purchaser does not receive from Fund Member an Objection Notice within such time period, the amount set forth in the Call Election Notice shall be the Call Price. If Fund Member timely objects to the amount set forth in the Call Election Notice for the Call Price, and if such disagreement is not otherwise resolved by agreement between the parties, then the Call Price shall be determined as follows:
 - (i) within 10 calendar days following the delivery by Fund Member of the Objection Notice to Purchaser, Purchaser shall (A) select an independent appraiser with not less than 5 years experience in valuing commercial or mixed-use properties, as applicable, in the State of Tennessee and in valuing interests in limited liability companies and (B) provide Fund Member with the name of the proposed appraiser and a reasonably detailed statement of such appraiser's relevant experience and qualifications. Within 30 calendar days of receipt of such notice, Fund Member may, in its reasonable discretion, disapprove of the proposed appraiser by providing notice to Purchaser, which notice shall specify the grounds for such disapproval. If Fund Member disapproves of the proposed appraiser, Purchaser shall select another appraiser in accordance with this Section 3(d)(i). If Fund Member does not provide notice of its disapproval of the proposed appraiser within such 30 calendar period, such appraiser shall be deemed approved by Fund Member; and

² [NTD: DEFINED TERMS TO BE CONFIRMED IN OLICI LOAN AGREEMENT]

- (ii) once approved or deemed approved under Section 3(d)(i), the appraiser shall be instructed to determine the FMV of the Interest as of the date of the Call Election Notice and shall make such determination within 30 calendar days of its approval or deemed approval as appraiser in accordance with Section 3(d)(i). The appraiser shall determine the FMV by taking into account all facts and circumstances concerning the Interest as the appraiser shall deem relevant, including, in any event, legal provisions affecting the Interest and the assets of Fund. The appraiser shall use an appropriate method and time value of money discount rate, including an aggregate valuation and marketability discount rate for the Interest for illiquidity, taking into account any restrictions on transferability and any minority nonvoting characteristics thereof. The above method of determining the Call Price set forth in this Section 3(d) shall be modified as deemed reasonably necessary by Fund Member to comply with then-existing tax law respecting valuation of the FMV of the Interest.
- (e) The date of the Call closing shall be 60 calendar days following determination of the Call Price in accordance with <u>Section 3(d)</u>. On such date, the Call Price shall be paid by Purchaser by federal wire transfer.
- (f) Purchaser will pay the first \$10,000 of closing costs incurred by Fund Member attributable to the exercise of the Call (including Fund Member's reasonable attorneys' fees and expenses); *provided*, Fund Member shall provide reasonable evidence of such costs to Purchaser prior to payment of the Call Price. Thereafter, each party will bear its own closing costs, except that Purchaser will pay the appraiser's fees and expenses unless the appraiser determines that the FMV of the Interest is no more than 20% above the amount Purchaser offered, in which case the parties will share the appraiser's fees and expenses equally.
- 4. <u>Documents</u>. As a condition precedent to payment of the Put Price or Call Price, as the case may be, Fund Member shall execute an amendment to the Fund OA, in form and substance reasonably acceptable to Fund Member and Purchaser, pursuant to which Fund Member shall assign the Interest to Purchaser without recourse, representation, or warranty, except for the Fund Member Reps.

5. Certain Rights and Obligations.

- (a) Notwithstanding any provision of this Agreement to the contrary and to the extent permitted under the applicable provisions of the Code and the Treasury Regulations thereunder, Fund Member shall be allocated any and all net cash flow, net profits and net losses in respect of the Interest for the period prior to the Transfer.
- (b) After the Transfer, Fund Member shall have no further obligations or rights under the Fund OA.
- 6. <u>Impact of Other Agreements and Documents</u>. The obligations of the parties hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by, (a) any amendment or modification of or addition or supplement to the Fund OA made in accordance with this Agreement and the Leverage Loan Documents, (b) any extension, indulgence or other action or inaction in respect of the Fund OA or the CDE OAs, or any exercise or non-exercise of any right, remedy, power or privilege in respect of such agreements, or (c) any bankruptcy, insolvency, reorganization or similar proceeding involving or affecting Purchaser.
- 7. <u>Assignment or Transfer</u>. Purchaser shall not assign or transfer its right to purchase the Interest under <u>Section 2</u> or <u>Section 3</u> (and any such assignment or transfer shall be *void ad initio*) without (a) the prior consent of Fund Member (such consent in Fund Member's sole and absolute discretion) and

(b) the prior consent of Purchaser and its designee, in a writing deemed acceptable to Fund Member in its sole and absolute discretion, to be jointly and severally liable for all obligations and liabilities of Purchaser under this Agreement.

8. <u>Notices.</u> All notices to Fund Member or Purchaser shall be sent to such party, at the address set forth on <u>Schedule A</u> by (a) registered or certified mail, postage prepaid return receipt requested; (b) a nationally recognized overnight delivery service with the ability to confirm receipt; or (c) personal delivery with a signed receipt. Notice will be deemed given upon the earliest of receipt by the addressee, refusal of acceptance by the addressee or inability to deliver such notice due to an incorrect address, where the correct address is not available to the sender. Any notice that is in fact received will be effective notice. Any party may change its respective address for the giving of notice to another address by giving at least 10 calendar days' notice of such change.

9. Heirs, Successors and Assigns.

- (a) Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
- (b) Notwithstanding any provision of this Agreement to the contrary, Fund Member may assign or transfer all or any portion of the Interest to any Person, *provided*, that such Person delivers written evidence to Purchaser that such Person agrees to be bound by the terms of this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("<u>PDF</u>") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.
- 11. <u>Severability</u>. If any provisions contained in this Agreement or any document executed in connection herewith shall be held or otherwise determined to be invalid, illegal, or unenforceable in any respect, under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid, or unenforceable provisions shall be replaced by other provisions in accordance with the purpose and meaning of this Agreement.
- 12. <u>Entire Agreement</u>. This Agreement (including the Recitals and <u>Schedule A</u>, incorporated herein by this reference and made a part hereof) sets forth all, and is intended by the parties hereto to be an integration of all, of the promises, agreements, and understandings among the parties hereto with respect to the transactions contemplated herein, and there are no promises, agreements, or understandings, oral or written, express or implied, among them other than as set forth or incorporated herein. This Agreement may not be changed orally, but only by an agreement in writing signed by Fund Member and Purchaser.

- 13. <u>Captions</u>. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 14. <u>Waivers</u>. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default, from having the effect of an original default.
- 15. <u>Rights and Remedies Cumulative</u>. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any party shall not preclude or waive that party's right to exercise any other remedy. Such rights and remedies are given in addition to any other legal rights the parties may have.
- 16. Construction. Whenever the singular number is used in this Agreement, and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "hereof," "herein," and "hereunder," and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "including" or "include" mean including or include by way of example and not limitation (regardless of whether the words "without limitation" or words of similar import are used in conjunction therewith), unless otherwise expressly stated. References in this Agreement to Sections are intended to refer to Sections of this Agreement, unless otherwise specifically stated. Nothing in this Agreement shall be deemed to create any right or benefit for any creditor of Truist, Fund Member, Fund, Purchaser, or any other Person that is not a party hereto (except a designee of Purchaser as provided for in Section 7), and this Agreement shall not be construed in any respect to be for the benefit of any creditor of Truist, Fund Member, Fund, Purchaser, or any other Person that is not a party hereto (except a designee of Purchaser as provided for in Section 7). Each of Fund Member and Purchaser has been represented by counsel and has participated in the drafting of this Agreement; accordingly, any rule of construction to the effect that the document is to be construed against a party that prepared or drafted a document shall be inapplicable.
- 17. <u>Time of the Essence</u>. Time is of the essence of every provision of this Agreement that specifies a time for performance.

18. <u>CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS;</u> SERVICE OF PROCESS.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE (WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES).

(b) INTENTIONALLY OMITTED.

(c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL

PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.

- (d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY PROCESS OR NOTICE OF MOTION OR OTHER APPLICATION TO ANY SUCH COURT IN CONNECTION WITH ANY ACTION OR PROCEEDING MAY BE SERVED UPON SUCH PARTY BY REGISTERED OR CERTIFIED MAIL TO OR BY PERSONAL SERVICE AT THE LAST KNOWN ADDRESS OF SUCH PARTY, WHETHER SUCH ADDRESS BE WITHIN OR OUTSIDE THE JURISDICTION OF ANY SUCH COURT; EXCEPT THAT IF SUCH PARTY SHALL REFUSE TO ACCEPT DELIVERY, SERVICE SHALL BE DEEMED COMPLETE 5 CALENDAR DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.
- (e) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES THAT THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF TENNESSEE AND DELIVERED BY EACH PARTY IN THE STATE OF TENNESSEE, WHICH STATE EACH PARTY HERETO AGREES HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES HERETO AND THE UNDERLYING TRANSACTIONS EMBODIED HEREIN.
- (f) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES THAT IT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM BASED ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. INTENTIONALLY OMITTED.

- 20. <u>Enforcement Costs</u>. In the event of any action at law or in equity, subject to <u>Section 18(f)</u>, to enforce the provisions of this Agreement or to secure relief or damages for the breach of this Agreement, the prevailing party shall be entitled to payment or reimbursement, as applicable, of its costs, expenses and fees (including without limitation reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal) incurred in such proceedings from the non-prevailing party.
- 21. <u>No Arbitration</u>. Fund Member and Purchaser agree that no action or proceeding arising in connection with this Agreement is subject to arbitration.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGES TO FOLLOW.]

FUND MEMBER:	TRUIST COMMUNITY CAPITAL, LLC, a Georgia limited liability company
	Ву:
	Name: Christopher Leutzinger Title: First Vice President

IN WITNESS WHEREOF, the parties have caused this Investment Fund Put/Call Agreement to be duly executed as of the Effective Date.

[COUNTERPART SIGNATURE PAGE TO INVESTMENT FUND PUT/CALL AGREEMENT]

PURCHASER:	JACKSON COMMUNITY REDEVELOPMENT AGENCY, a public instrumentality created pursuant to the Community Redevelopment Act of 1998
	By:

SCHEDULE A

Notice Addresses of Parties

(1) If to Fund Member: Truist Bank

303 Peachtree Street, N.E., Suite 2200

Atlanta, GA 30308

Mailcode: GA-ATL-0243

Attention: Christopher Leutzinger

With a copy to: Truist Bank

CRE Loan Administration-Wholesale Lending Operations

245 Peachtree Center Avenue, N.E.

Marquis I Tower, 17th Floor

Atlanta, GA 30303

Attention: CRE Team Lead

Truist Bank Legal Department – CRE And a copy to:

> 303 Peachtree St., N.E. Mail Code: GA-ATL-0643

Atlanta, GA 30308

And a copy to: Jones Day

100 High Street, 21st Floor

Boston, MA 02110

Attention: Douglas Banghart, Esq.

(2) If to Purchaser: Jackson Community Redevelopment Agency

111 E. Main Street, Suite 201

Jackson, TN 38301 Attention: Stan Pilant

With a copy to: Spragins, Barnett & Cobb, PLC

312 East Lafayette Street

Jackson, TN 38301

Attention: Nicholas B. Latimer

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