

**JOINT AND SEVERAL HAZARDOUS SUBSTANCE
GUARANTY AND INDEMNIFICATION AGREEMENT**

THIS JOINT AND SEVERAL HAZARDOUS SUBSTANCE GUARANTY AND INDEMNIFICATION AGREEMENT (this "Indemnity") is made as of July 11, 2014 (the "Effective Date") by and among COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT, an Alabama public corporation ("Guarantor") (each of Borrower and Guarantor an "Indemnitor" and collectively, "Indemnitors"), and PACESETTER CDE X, LLC, a Texas limited liability company ("Lender").

Recitals

A. Lender has agreed to make loans to Borrower in the original aggregate original principal amount of \$8,000,000 (collectively, the "Loans"), which Loans will be (a) advanced pursuant to the provisions of the Credit Agreement (as defined below), (b) evidenced by and payable in accordance with the provisions of the Notes (as defined in the Credit Agreement), and (c) secured by the Mortgage (as defined in the Credit Agreement);

B. Guarantor will derive substantial economic benefit, directly and/or indirectly, from Borrower's receipt of the Loans; and

C. Lender is willing to make the Loans only if Indemnitors execute and deliver this Indemnity.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in order to induce Lender to make the Loans, each Indemnitor hereby acknowledges, agrees and confirms that all of the above recitals are true, correct and complete and hereby covenants and agrees with Lender as follows:

1. Recitals; Definitions. All capitalized terms utilized in this Indemnity but not otherwise defined shall have the meanings ascribed to them in the Credit Agreement. For the purposes of this Indemnity the following terms shall have the following meanings:

(a) "Contamination" means the emission, discharge or release of any Hazardous Substance to, on, onto or into the Environment and the effects of such emission, discharge or release, including the presence or existence of any such Hazardous Substance.

(b) "Credit Agreement" means that certain Credit Agreement, dated as of the Effective Date, by and between Lender and Borrower, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(c) "Debt" shall mean all principal, interest, additional interest (including specifically all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to Borrower) and other sums of any nature whatsoever which may or shall become due and payable pursuant to the provisions of the Notes, the Credit Agreement, the Mortgage, or any other Loan Documents (all of the above unaffected by modification thereof in any bankruptcy or insolvency proceeding), and even though Lender may not have an allowed claim for the same against Borrower as a result of any bankruptcy or insolvency proceeding.

(d) "Environment" means navigable waters, waters of the contiguous zone, ocean waters, surface waters, groundwater, drinking water supply, land surface, soil, subsurface strata, indoor surfaces or outdoor or indoor air.

(e) "Environmental Laws" means, collectively, any and all laws, ordinances, rules, regulations, directives, orders, authorizations, decrees, notices, permits, binding plans, demand letters or other mandates, proscriptions or prescriptions of any nature, of a Governmental Authority relating in any way to any Hazardous Substance, Contamination, protection of the Environment, protection of natural resources, or human health and safety, including, without limitation, those relating to emissions, discharges, releases or threatened emissions, discharges or releases to, on, onto or into the Environment of, or exposures or threatened exposures to, any Hazardous Substance.

(f) "Environmental Liability" shall mean liabilities arising under any Environmental Law for response, remedial or investigation costs, and any other expenses (including reasonable attorney and consultant fees, laboratory costs and litigation costs) required under, arising from, or necessary to attain or maintain compliance with, Environmental Laws or relating to or arising from Contamination or Hazardous Substances.

(g) "Environmental Matters" means any matter arising out of or relating to (i) Contamination; (ii) Environmental Laws or compliance with Environmental Laws; (iii) protection of the Environment; or (iv) workplace, occupational and human health and safety.

(h) "Environmental Permits" means all approvals, consents, permits, licenses, registrations and authorizations required by applicable Environmental Laws in order to operate the Borrower's business, the Real Property and other owned or leased real property.

(i) "Hazardous Substance" shall mean any element, substance, compound or mixture whether solid, liquid or gaseous, that: (i) is or shall in the future be subject to regulation of any kind by any Governmental Authority with regard to protection of the Environment, natural resources or human health and safety; or (ii) the presence, existence or threatened presence or existence of which shall at any time give rise, under any theory of law or equity, to Environmental Liability.

(j) "Indemnified Party" and "Indemnified Parties" means, individually or collectively, as applicable, each of (i) Lender, (ii) Lender's directors, officers, managers, members or partners (as applicable), shareholders, agents, Affiliates, and employees, (iii) any

assignee or successor in interest of all or part of Lender's interest in the Loans and/or the Loan Documents, (iv) any owner of a participation interest in any or all of the Loans and/or the Loan Documents, (v) any purchaser who acquires any or all of the Real Property from Lender, (vi) any grantee of a deed or assignment in lieu of foreclosure of all or part of the Real Property whereby said grantee becomes vested in the Real Property, (vii) any court appointed receiver, and (viii) Bank and CCE.

(k) "Indemnity Documents" has the meaning set forth in Section 5(a).

(l) "Liabilities" has the meaning set forth in Section 6.

(m) "Off-Site Contamination" means Contamination or threatened Contamination at any real property previously owned, leased or operated by Borrower or any off-site location or locations to which the Borrower transported, arranged for the transportation of, disposed of, or otherwise caused or allowed to be present Hazardous Substances generated by Borrower. Off-Site Contamination shall not mean or include the effects or results of migration outside or beyond the boundary lines of the Real Property or other owned or leased real property.

(n) "On-Site Contamination" means Contamination exceeding applicable cleanup standards or remediation thresholds and the physical effects of such Contamination, in, on, under or about or emanating or migrating from the Real Property or other owned or leased real property or the threat of migration of Contamination exceeding applicable cleanup standards or remediation thresholds onto, at, into, under or from the Real Property or other owned or leased real property. On-Site Contamination shall mean and include the effects or results of migration outside or beyond the boundary lines of the Real Property or other owned or leased real property.

(o) "Other Guaranties" means any other guaranty of payment, guaranty of performance, completion guaranty, indemnification agreement or other guaranty or instrument creating any obligation or undertaking of any nature whatsoever (other than this Indemnity) now or hereafter executed and delivered by any Indemnitor to Lender, CCE, Bank or any of their respective Affiliates in connection with the Loans.

(p) "Other Obligations" has the meaning set forth in Section 8(a).

(q) "Real Property" means, collectively, the "Land" as defined in the Mortgage, and the improvements now or hereafter situated thereon.

2. Environmental Representations and Warranties. Indemnitors hereby represent and warrant to Lender that, to their knowledge, after due inquiry:

(a) Borrower is and in the past has been in compliance with Environmental Laws and Environmental Permits applicable to the Real Property and the Borrower's business carried on within the Real Property.

(b) No Contamination exists on, about, under or beneath the Real Property which could give rise to Environmental Liability.

(c) Borrower has not received any notification of Contamination with respect to the Real Property or other owned or leased real property.

(d) There are no above or underground storage tanks, asbestos containing materials, or equipment containing polychlorinated biphenyls on, about or beneath the Real Property or other owned or leased real property.

(e) Borrower has not received notice and does not have knowledge of:

(i) any claim, demand, investigation, enforcement action, Environmental Liability, statutory lien or other action instituted or threatened against the Borrower, Borrower's business, the Real Property or other owned or leased real property by a Governmental Authority pursuant to any Environmental Law;

(ii) any claim, demand notice, suit or action, made or threatened by any person against the Borrower, Borrower's business, the Real Property or other owned or leased real property relating to (A) any form of damage, loss or injury resulting from, or claimed to result from, Contamination on, about, beneath or arising from the Real Property or other owned or leased real property or (B) any alleged violation of the Environmental Laws by the Borrower or Borrower's business; or

(iii) any communication to or from any Governmental Authority arising out of or in connection with actual or alleged Contamination under, on, about or beneath the Real Property or other owned or leased real property or arising in connection with the operation of the Borrower's business, including without limitation, any notice of violation, citation, complaint, order, directive, request for information or response thereto, notice letter, demand letter or compliance schedule.

(f) No Hazardous Substances generated by the Borrower have ever been directly or indirectly sent, transferred, transported to, treated, stored, or disposed of at any site identified by a Governmental Authority as requiring or recommended for environmental investigation or cleanup.

(g) The Real Property has not been identified by any Governmental Authority as requiring or recommended for environmental investigation or cleanup.

(h) Borrower (i) currently holds all Environmental Permits required by Environmental Law for the Borrower's operation of the business, Borrower's activities and operations at the Real Property, and for any past or ongoing alterations or improvements at the Real Property; and (ii) any applications for renewal of such Environmental Permits have been submitted on a timely basis.

(i) The Borrower has not assumed, undertaken or otherwise become subject to any liability of any other person relating to or arising from any Environmental Law.

(j) Neither the Borrower's business nor the Real Property will require a material capital expenditure or annual operating expense to achieve or maintain compliance with applicable Environmental Law.

3. Indemnification for Environmental Matters. Indemnitors will defend, indemnify, and hold harmless each Indemnified Party from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to:

(a) Environmental Liabilities relating to:

- (i) On-Site Contamination;
- (ii) Off-Site Contamination;
- (iii) Exposure to one or more Hazardous Substance; or
- (iv) Non-compliance or alleged non-compliance with Environmental Law.

(b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Substance; and

(c) any lawsuit brought or threatened, settlement reached, or order or directive of or by any Governmental Authority relating to such Hazardous Substance.

4. Indemnification for Environmental Liability. Indemnitors absolutely and unconditionally agree to indemnify and to hold each Indemnified Party harmless from and against any and all Environmental Liability of any nature whatsoever, contingent or otherwise, foreseen or unforeseen, incurred by any Indemnified Party (including, without limitation, counsel fees) as a result of any delay or suspension in the construction of the Improvements resulting from any order or action taken by any Governmental Authority having jurisdiction over Environmental Matters or Hazardous Substances.

5. Indemnification for Enforcement. Each Indemnitor hereby indemnifies and shall hold harmless and defend each Indemnified Party at Indemnitors' sole cost and expense against any loss or liability, cost or expense (including, but not limited to, reasonable attorneys' fees and disbursements of any Indemnified Party's counsel, whether in-house staff, retained firms or otherwise), and all claims, actions, procedures and suits arising out of or in connection with:

(a) any ongoing matters arising out of this Indemnity and any document or instrument now or hereafter executed and/or delivered in connection herewith (collectively, the "Indemnity Documents");

(b) any amendment to, or restructuring of the obligations of any Indemnitor hereunder; and

(c) any and all lawful action that may be taken by Lender in connection with the enforcement of the provisions of this Indemnity or any of the other Indemnity Documents and the obligations of any Indemnitor thereunder, whether or not suit is filed in connection with the same, or in connection with Borrower, any Indemnitor and/or any partner, joint venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding.

All sums expended by any Indemnified Party shall be payable on demand and, until reimbursed by Indemnitors pursuant hereto, shall bear interest at the default interest rate set forth in the Notes.

6. Right of Set-Off. In addition to any right available to Lender under applicable law or any other agreement, each Indemnitor hereby gives to Lender a continuing lien on, security interest in and right of set-off against all moneys, securities and other property of such Indemnitor and the proceeds thereof, now on deposit or now or hereafter delivered, remaining with or in transit in any manner to Lender, its correspondents, participants or its agents from or for Indemnitors, whether for safekeeping, custody, pledge, transmission, collection or otherwise or coming into possession of Lender in any way, and also, any balance of any deposit account and credits of any Indemnitor with, and any and all claims of such Indemnitor against, Lender or Bank at any time existing, as collateral security for all of the obligations of Indemnitors under this Indemnity, including fees, contracted with or acquired by Lender, whether joint, several, absolute, contingent, secured, matured or unmatured (for the purposes of this Section 6 and Sections 8, 10, and 19, collectively, the "Liabilities"), hereby authorizing Lender at any time or times, without prior notice, to apply such balances, credits or claims, or any part thereof, to such Liabilities in such amounts as it may select, whether contingent, unmatured or otherwise and whether any collateral security therefore is deemed adequate or not. The collateral security described herein shall be in addition to any collateral security described in any separate agreement executed by any Indemnitor. Lender, in addition to any right available to it under applicable law or any other agreement, shall have the right, at its option, to immediately set off against any Liabilities all monies owed by Lender in any capacity to any Indemnitor, whether or not due, and Lender shall, at its option, be deemed to have exercised such right to set off and to have made a charge against any such money immediately upon the occurrence of any events of default set forth below, even though such charge is made or entered on the books of Lender subsequent to those events.

7. Transfer of Real Property. The obligations and liabilities of Indemnitors under this Indemnity shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Debt has been paid in full and irrespective of any foreclosure of the Mortgage, sale of the Real Property pursuant to the provisions of the Mortgage or acceptance by Lender, its successors or assigns of a deed or assignment in lieu of foreclosure or sale and irrespective of any other fact or circumstance of any nature whatsoever.

8. Other Remedies. Each Indemnitor hereby expressly agrees that this Indemnity is independent of, and in addition to, all collateral granted, pledged or assigned under the Loan Documents, and each Indemnitor hereby consents that from time to time, before or after any default by the Borrower, with or without further notice to or assent from any Indemnitor:

(a) any security at any time held by or available to Lender for any obligation of the Borrower, or any security at any time held by or available to Lender for any obligation of any other Person primarily, secondarily or otherwise liable for all or any portion of the Debt, any other Liabilities and/or any other obligations of the Borrower or any other Person, other than Lender, under any of the Loan Documents (collectively, "Other Obligations"), including any guarantor of the Debt, the Liabilities and/or of any of such Other Obligations, may be accelerated, settled, exchanged, surrendered or released and Lender may fail to set off and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Borrower, or any such other Person;

(b) any obligation of the Borrower, or of any such other Person, may be changed, altered, renewed, extended, continued, accelerated, surrendered, compromised, settled, waived or released in whole or in part, or any default with respect thereto waived; and

(c) Lender may extend further credit in any manner whatsoever to the Borrower, and generally deal with the Borrower or any of the above-mentioned security, deposit account, credit on its books or other Person as Lender may see fit;

and Indemnitors shall remain bound under this Indemnity, without any loss of rights by any Indemnified Party and without affecting the liability of any Indemnitor, notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver, inaction, extension of further credit or other dealing. In addition, all moneys available to Lender for application in payment or reduction of the Debt, the Liabilities and/or any Other Obligations may be applied by Lender in such manner and in such amounts and at such time or times and in such order, priority and proportions as Lender may see fit.

9. Waivers by Indemnitors. Each Indemnitor hereby waives:

(a) notice of acceptance of this Indemnity;

(b) protest and notice of dishonor or default to any Indemnitor or to any other Person with respect to any obligations hereby guaranteed;

(c) all other notices to which any Indemnitor might otherwise be entitled; and

(d) any demand under this Indemnity.

10. Remedies. If any of the following shall occur:

(a) an Event of Default occurs under any of the Loan Documents; or

(b) any Indemnitor violates any provision of this Indemnity or any other guaranty or other agreement executed by them with respect to any of the Loans or this Indemnity;

then, and in such event, Lender may declare the Liabilities to be, and the same shall become, immediately due and payable and/or may exercise any or all of its remedies as set forth herein or at law or in equity.

11. No Other Action Necessary. This is a guaranty of payment and not of collection and each Indemnitor further waives any right to require that any action be brought against Borrower or any other Person or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other Person. Any payment on account of or reacknowledgment of the Debt by Borrower, or any other Person liable therefor or action taken, payment or reacknowledgment made with respect to any Environmental Matters or to Lender in connection therewith, shall be deemed to be taken or made on behalf of all Indemnitors and shall serve to start anew the statutory period of limitations applicable to the obligations of Indemnitors with respect to any Environmental Matter or to Lender in connection herewith.

12. Successors and Assigns; Beneficiaries. This Indemnity confers rights and remedies upon Lender and the other Indemnified Parties. No Person, other than Lender and the other Indemnified Parties, has any rights or remedies under the Agreement. Each reference herein to an Indemnitor shall be deemed to include the heirs, executors, administrators and legal representatives, as applicable, of such Indemnitor, *provided, however*, that no Indemnitor shall in any event nor under any circumstance have the right, without obtaining the prior written consent of Lender, to assign or transfer its obligations and liabilities under this Indemnity, in whole or in part, to any other Person.

13. Construction; Singular and Plural; Obligations Joint and Several. Words used herein in the singular, where the context so permits, will be deemed to include the plural and vice versa. Lender may proceed against none, one or more of the Indemnitors at one time or from time to time as it sees fit in its sole and absolute discretion. If any party hereto shall be a partnership, the agreements and obligations on the part of Indemnitors herein contained shall remain in force and application notwithstanding any changes in the Persons composing the partnership and the term "Indemnitor" shall include any altered or successive partnerships but the predecessor partnerships and their partners shall not thereby be released from any obligations or liability hereunder. If any party hereto shall be a limited liability company, the agreements and obligations on the part of Indemnitors herein contained shall remain in force and application notwithstanding any changes in the Persons composing the limited liability company and the term "Indemnitor" shall include any altered or successive limited liability companies but the predecessor limited liability companies and their members shall not thereby be released from any obligations or liability hereunder. If any party hereto shall be a corporation, the agreements and obligations on the part of Indemnitors herein contained shall remain in force and application notwithstanding the merger, consolidation, reorganization or absorption thereof, and the term "Indemnitor" shall include such new entity, but the old entity shall not thereby be released from any obligations or liabilities hereunder. Borrower is executing this Indemnity as a further assurance that its obligations set forth herein will remain in full force and effect, notwithstanding

the assignment or discharge of record of the Mortgage or any other fact or circumstances whatsoever.

14. No Waivers. No delay on the part of Lender in exercising any right or remedy under this Indemnity or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. No notice to or demand on any Indemnitor shall be deemed to be a waiver of the obligation of any of the undersigned or of the right of Lender to take further action without notice or demand as provided in this Indemnity. No course of dealing between any Indemnitor and Lender shall change, modify or discharge, in whole or in part, this Indemnity or any obligations of any Indemnitor.

15. Amendments; Cumulative Rights. This Indemnity may not be changed, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by Indemnitors and Lender. No waiver of any term, covenant or provision of this Indemnity shall be effective unless given in writing by Lender and if so given by Lender shall only be effective in the specific instance in which given. The execution and delivery hereafter to Lender by any Indemnitor of a new instrument of guaranty or any reaffirmation of guaranty, of whatever nature, shall not terminate, supersede or cancel this instrument, unless expressly so provided therein, and all rights and remedies of Lender hereunder or under any instrument of guaranty hereafter executed and delivered to Lender by any Indemnitor shall be cumulative and may be exercised singly or concurrently

16. Obligations Absolute. Each Indemnitor acknowledges that this Indemnity and each Indemnitor's obligations under this Indemnity are and shall at all times continue to be absolute, irrevocable and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Indemnity and the obligations of any Indemnitor under this Indemnity or the obligations of any other Person (including, without limitation, Borrower) relating to this Indemnity or the obligations of any Indemnitor hereunder or otherwise with respect to the Debt, including, but not limited to, a foreclosure of the Mortgage or the realization upon any other collateral given, pledged or assigned as security for all or any portion of the Debt, or the filing of a petition under Title 11 of the United States Code with regard to Borrower or Guarantor, or the commencement of an action or proceeding for the benefit of the creditors of Borrower or Guarantor, or the obtaining by Lender of title to, respectively, the Real Property or to any collateral given, pledged or assigned as security for the Debt by reason of the foreclosure or enforcement of the Mortgage or any other pledge or security agreement, the acceptance of a deed or assignment in lieu of foreclosure or sale, or otherwise.

17. Entire Agreement. This Indemnity (including the recitals, which are incorporated herein by reference and made a part hereof) constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

18. Indemnitors' Representations and Warranties. Each Indemnitor represents and warrants that:

(a) it has the full power and authority to execute and deliver this Indemnity and to perform its obligations under this Indemnity; the execution, delivery and performance of this Indemnity by such Indemnitor has been duly and validly authorized; and all requisite action has been taken by such Indemnitor to make this Indemnity valid and binding upon such party, enforceable in accordance with its terms;

(b) neither the execution and delivery of this Indemnity nor the consummation of the transactions contemplated hereby nor compliance with the terms and provisions hereof will violate any applicable provision of law or any applicable regulation or other manifestation of governmental action; and

(c) all necessary approvals, consents, licenses, registrations and validations of any Governmental Authority, including, without limitation, approvals required to permit the undersigned to execute and carry out the provisions of this Indemnity, for the validity of the obligations of the undersigned hereunder and for the making of any payment or remittance of any funds required to be made by the undersigned under this Indemnity, have been obtained and are in full force and effect.

19. Waiver of Guarantor's Rights Against Borrower; Effect of Bankruptcy. Notwithstanding any payments made by any Indemnitor pursuant to the provisions of this Indemnity, Guarantor irrevocably waives all rights to enforce or collect upon any rights which it now has or may acquire against Borrower either by way of subrogation, indemnity, reimbursement or contribution for any amount paid under Indemnity or by way of any other obligations whatsoever of Borrower to Guarantor, nor shall Guarantor file, assert or receive payment on any claim, whether now existing or hereafter arising, against Borrower in the event of the commencement of a case by or against Borrower under Title 11 of the United States Code. In the event either a petition is filed under said Title 11 of the United States Code with regard to Borrower or an action or proceeding is commenced for the benefit of the creditors of Borrower, this Indemnity shall at all times thereafter remain effective in regard to any payments or other transfers of assets to Lender received from or on behalf of Borrower prior to notice of termination of this Indemnity and which are or may be held voidable on the grounds of preference or fraud, whether or not the Debt has been paid in full. Any payment on account of or reacknowledgment of the Debt by Borrower, or any other Person liable therefor, or action taken, or payment or reacknowledgment made, of any of the obligations of Borrower to take and complete the actions specified in this Indemnity shall serve to start anew the statutory period of limitations applicable to each Indemnitor hereunder. The provisions of this Section 19 shall survive the term of this Indemnity and the payment in full of the Debt and all other Liabilities.

20. Notices. Section 10.1 and Schedule A of the Credit Agreement are incorporated herein by reference and made a part hereof.

21. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS FOR ALL LOAN DOCUMENTS. Section 10.19 of the Credit Agreement is incorporated herein by reference and made a part hereof; *provided*, that each reference to "Borrower" therein shall be deemed a reference to each Indemnitor, each reference to the "Agreement" therein shall be deemed a

reference to this Indemnity, and each reference to Section 10.19 shall be deemed a reference to this Section 21.

22. Enforcement Costs. Section 10.22 of the Credit Agreement is incorporated herein by reference and made a part hereof; *provided*, that references to the "Agreement" therein shall be deemed a reference to this Indemnity.

23. Waiver of Defense. Each Indemnitor absolutely, unconditionally and irrevocably waives any and all right to assert or interpose any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to this Indemnity or the obligations of such Indemnitor under this Indemnity, or the obligations of any other Person relating to this Indemnity, or the obligations of such Indemnitor hereunder or otherwise with respect to the Loans in any action or proceeding brought by Lender to collect the Debt, or any portion thereof, or to enforce the obligations of Indemnitors under this Indemnity (provided, however, that the foregoing shall not be deemed a waiver of the right of any Indemnitor to assert any compulsory counterclaim maintained in a court of competent jurisdiction, if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of the right of any Indemnitor to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding). Each Indemnitor hereby undertakes and agrees that this Indemnity shall remain in full force and effect for all of the obligations and liabilities of any Indemnitor hereunder, notwithstanding the maturity of the Loans, whether by acceleration, scheduled maturity or otherwise.

24. No Effect by Other Documents. No exculpatory provisions which may be contained in any Loan Document shall in any event or under any circumstances be deemed or construed to modify, qualify, or affect in any manner whatsoever the obligations and liabilities of any Indemnitor under this Indemnity.

25. Liabilities Cumulative. The obligations and liabilities of each Indemnitor under this Indemnity are in addition to the obligations and liabilities of each Indemnitor under the Other Guaranties. The discharge of any or all of any Indemnitor's obligations and liabilities under any one or more of the Other Guaranties by any Indemnitor or by reason of operation of law or otherwise shall in no event or under any circumstance constitute or be deemed to constitute a discharge, in whole or in part, of any Indemnitor's obligations and liabilities under this Indemnity. Conversely, the discharge of any or all of any Indemnitor's obligations and liabilities under this Indemnity by any Indemnitor or by reason of operation of law or otherwise shall in no event or under any circumstance constitute or be deemed to constitute a discharge, in whole or in part, of any Indemnitor's obligations and liabilities under any of the Other Guaranties.

26. Invalidity. In the event that any one or more of the provisions contained in this Indemnity is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Indemnity.

27. Survival of Agreements. All representations and warranties of Indemnitors herein, and all covenants and agreements in this Indemnity not fully performed as of the Effective Date, will survive the Effective Date.

28. Time of the Essence. Time will be deemed of the essence with respect to the payment and performance of all of the terms, provisions and conditions on the part of Indemnitors to be paid or performed under this Indemnity.

29. Relationship between the Parties. The relationship between Lender, on the one hand, and each Indemnitor, on the other, will be solely that of lender and indemnitor, and such relationship will not, under any circumstances whatsoever, be construed to be a joint venture, joint adventure, or partnership.

30. Titles of Sections. All titles or headings to articles, sections, subsections or other divisions of this Indemnity are only for the convenience of the parties and will not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreements hereunder.

31. Section References. References in this Indemnity to Sections are intended to refer to Sections of this Indemnity, unless otherwise specifically stated.

32. Receipt and Review of Loan Documents. Each Indemnitor acknowledges and agrees that it has been provided with a copy of the Credit Agreement, Mortgage and each of the other Loan Documents it has requested and has reviewed such documents with counsel of its own choosing.

33. Counterparts. This Indemnity may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement. Faxed, scanned or photocopied signatures shall be deemed equivalent to original signatures.

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

IN WITNESS WHEREOF, the parties have executed this Joint and Several Hazardous Substance Guaranty and Indemnification Agreement as of the Effective Date.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____
Name: John E. Koniar
Title: President

[COUNTERPART SIGNATURE PAGE TO
JOINT AND SEVERAL HAZARDOUS SUBSTANCE GUARANTY AND
INDEMNIFICATION AGREEMENT]

GUARANTOR:

THE CITY OF FOLEY PUBLIC FACILITIES
COOPERATIVE DISTRICT, an Alabama public
corporation

By: _____
Name: Charles J. Ebert, III
Title: Chairman

[COUNTERPART SIGNATURE PAGE TO
JOINT AND SEVERAL HAZARDOUS SUBSTANCE GUARANTY AND
INDEMNIFICATION AGREEMENT]

LENDER:

PACESETTER CDE X, LLC, a Texas limited
liability company

By: Pacesetter CDE, Inc., a Texas corporation, its
managing member

By: _____
Name: Giovanni Capriglione
Title: Secretary

QALICB INDEMNIFICATION AGREEMENT

THIS QALICB INDEMNIFICATION AGREEMENT (this "Agreement") is entered into as of July 11, 2014 (the "Effective Date") by and among COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Project Borrower"), THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT, an Alabama public corporation ("CFPFCD") (each of CFPFCD and Project Borrower an "Indemnitor" and collectively, "Indemnitors"), and JPMORGAN CHASE BANK, N.A., a national banking association ("JPMC").

Recitals

A. JPMC is the sole member of Chase Community Equity, LLC, a Delaware limited liability company ("CCE").

B. On December 18, 2013 (the "Prefund Date"), CCE, as the sole member of Fund, entered into that certain Operating Agreement (the "Initial Fund OA") of Chase NMTC CAFFM Investment Fund, LLC, a Delaware limited liability company ("Fund"), as the sole member of Fund.

C. On the Prefund Date, in accordance with the Initial Fund OA, CCE, with the proceeds of an equity investment from JPMC (the "Equity Investment"), agreed to make a \$8,000,000 equity contribution to Fund, to be paid upon admission of CCE as the sole member of Fund (the "Capital Contribution").

D. On the Prefund Date, Fund used the proceeds of the Capital Contribution (i) to make a "qualified equity investment" (as defined in Section 45D of the Internal Revenue Code of 1986, as amended (the "Code")) in the amount of \$2,000,000 in Pacesetter CDE X, LLC, a Texas limited liability company ("CDE") and (ii) to make a second "qualified equity investment" (as defined in Section 45D of the Code) in the amount of \$6,000,000 in CDE (the two "qualified equity investments" are referred to collectively herein as the "QEIs").

E. Fund made the QEIs upon its admission as a member of CDE in accordance with that certain Amended and Restated Operating Agreement of CDE (the "Initial CDE OA") by and between Fund, as investor member and owner of a 99.99% membership interest, and Pacesetter CDE, Inc., a Texas corporation ("Allocatee"), as managing member and owner of a 0.01% membership interest.

F. On the Effective Date, CCE, as the sole member of Fund, entered into that certain First Amended and Restated Operating Agreement of Fund (as the same may be amended, modified, extended, or restated from time to time, the "Fund OA"), which amended and restated in its entirety the Initial Fund OA and contains the provisions governing Fund.

G. On the Effective Date, Fund, as investor member and owner of a 99.99% membership interest, and Allocatee, as managing member and owner of a 0.01% membership interest, entered into that certain Second Amended and Restated Operating Agreement of CDE (as the same may be amended, modified, extended, or restated from time to time, the

"CDE OA"), which amended and restated in its entirety the Initial CDE OA and contains the provisions governing CDE.

H. On the Effective Date, Fund has obtained a loan from CFPFCD in the original principal amount of \$5,950,400 (the "Fund Loan").

I. On the Effective Date, Fund will use a portion of the proceeds of the Fund Loan to make a distribution to CCE in the amount of \$5,410,400 and thereby reduce CCE's net capital contribution to Fund to \$2,589,600.

J. On the Effective Date, and in accordance with the CDE OA, CDE will use the entire proceeds of the QEIs to make two loans to Project Borrower in the aggregate original principal amount of \$8,000,000 (collectively, the "Project Loans").

K. Each of the Project Loans is intended to constitute a "qualified low-income community investment" as such term is used in Section 45D of the Code (a "QLICI").

L. The proceeds of the Project Loans will be used to finance the development of Project Borrower's Farmers & Retail Market and Wholesale Distribution Facility (collectively, the "Project"), located at 20733 Miflin Road, Foley, Alabama 36535 and 410 East Section Avenue, Foley, Alabama 36535, as more fully described in (i) that certain Credit Agreement, dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement"), by and between Project Borrower, as borrower, and CDE, as lender, and (ii) the other Loan Documents (as defined in the Credit Agreement).

M. JPMC made the Equity Investment, caused CCE to make the Capital Contribution, and caused CCE to cause Fund to make the QEIs in CDE based on the assumption that JPMC will obtain New Markets Tax Credits under Section 45D of the Code ("Tax Credits") in an aggregate amount equal to not less than \$3,120,000.00 (*i.e.*, 39% of the Designated QEI Amount (defined below)), as more specifically set forth in the NMTC Assumption (defined below), beginning on the date the QEIs were made to CDE (the "Credit Allowance Date").

N. JPMC's assumption as set forth in the immediately preceding Recital is based in part on the representations, warranties and covenants of Project Borrower in the Credit Agreement, pursuant to which the Project Loans were made.

O. As a condition to JPMC making the Equity Investment, JPMC causing CCE to make the Capital Contribution, and JPMC causing CCE to cause Fund to make the QEIs in CDE, and therefore as a condition to CDE making the Project Loans, JPMC is requiring that Indemnitors execute and deliver this Agreement to provide assurances with respect to the matters described herein, including, without limitation, the qualification of each of the Project Loans as a QLICI and the qualification of Project Borrower as a "qualified active low-income community business," as such term is used in Section 45D of the Code (a "QALICB").

P. Project Borrower and CFPFCD share a common charitable purpose and each entity will benefit directly and indirectly from CDE making the Project Loans to Project Borrower.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitors hereby covenant and agree as follows:

1. Defined Terms. 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 Credit Agreement. 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, controls or are controlled by or is under common control with such corporation and (ii) with respect to a partnership, venture or limited liability company, any (A) general partner or managing member, (B) general partner or managing member of a general partner or managing member, (C) partnership with a common general partner or managing member, or (D) coventurer thereof, and if any general partner, managing member or coventurer is a corporation, any Person which is an Affiliate of such corporation. For purposes of this definition, "controls" (which includes the correlative meanings of "controlled by" and "under common control with") means effective power, directly or indirectly, to direct or cause the direction of the management and policies of such Person. Further, for purposes of this definition, Fund shall not be deemed to be an Affiliate of JPMC or CCE during any time (if ever) Allocatee or any Affiliate thereof is the manager of Fund.

(b) "After-Tax Basis" means, with respect to any NMTC Recapture Amount, the amount of such NMTC Recapture Amount supplemented by a further payment or payments (the "Supplemented NMTC Recapture Amount") so that, after deducting from such Supplemented NMTC Recapture Amount the amount of all Taxes (net of any current credits, deductions or other tax benefits arising from the payment by JPMC of any amount, including Taxes, for which the payment to be received is made) imposed on JPMC by any Governmental Authority or other taxing authority with respect to such NMTC Recapture Amount, the balance of such payments shall be equal to the NMTC Recapture Amount; *provided, however*, for the purposes of this definition, and for purposes of any payment to be made to Fund, CCE, or JPMC on an After-Tax Basis, it shall be assumed that taxes are payable by JPMC at the Applicable Tax Rate.

(c) "Applicable Tax Rate" means the combined effective federal, state, and local corporate income tax rate (assuming in each case the maximum applicable corporate rate) in the jurisdiction(s) in which JPMC is required to recognize the payments to be made by Indemnitors pursuant to this Agreement.

(d) "Designated QEI Amount" means \$8,000,000.

(e) "Entity" means any general partnership, limited partnership, limited liability limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or public agency.

(f) “Event of Default” has the meaning assigned to such term in the Credit Agreement.

(g) “Financial Projections” means the financial projections, dated as of the Effective Date and certified by Novogradac & Company LLP, issued connection with the investments and loan transactions described in the Recitals.

(h) “Governmental Authority” means any, federal, state, local, municipal, or other governmental or quasi governmental authority or self regulatory organization of any nature (including any agency, authority, branch, department, board, commission, court, tribunal or other entity, instrumentality or body politic exercising governmental or quasi governmental powers) or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, enforcement, regulatory or taxing authority or power.

(i) “Investment Fund Put/Call Agreement” means that certain Investment Fund Put/Call Agreement, dated as of the Effective Date, by and between CFPFCD and CCE, as the same may be amended, modified, extended, or restated from time to time.

(j) “IRS” means the Internal Revenue Service or any successor agency thereof.

(k) “NMTC Assumption” has the meaning set forth in Section 2.

(l) “NMTC Payment Date” means the earliest to occur of the following:

(i) the date of issuance of a Schedule K-1 to Fund, CCE, and/or JPMC for the applicable taxable year or years evidencing, indicating, or reflecting the occurrence of a Specified NMTC Recapture Event;

(ii) the fiscal year end of the year following the applicable taxable year or years for which a tax return evidencing, indicating, or reflecting the occurrence of a Specified NMTC Recapture Event is filed;

(iii) the date on which Fund, CCE, and/or JPMC provides notice to Indemnitors of its receipt of notice of (A) a determination by the IRS that a Specified NMTC Recapture Event has occurred, or (B) the intention of the IRS to assess a deficiency based on a Specified NMTC Recapture Event; or

(iv) the date on which Fund, CCE, and/or JPMC provides notice to Indemnitors of its determination, made by Fund, CCE, and/or JPMC based upon written advice from its tax counsel and/or its accountants, that a Specified NMTC Recapture Event has occurred.

(m) “NMTC Recapture Amount” means the sum of (i) the “credit recapture amount,” as defined in Section 45D(g)(2) of the Code, with respect to Tax Credits that have been claimed with respect to the Designated QEI Amount at the time of the Specified NMTC Recapture Event, plus (ii) an amount equal to the present value, calculated using a *per annum* discount rate equal to the Target Rate of Return, of the Tax Credits attributable to the Designated

QEI Amount that would have been allowed to JPMC for any Tax Credits not yet claimed at the time of the Specified NMTC Recapture Event, plus (iii) any other interest or penalties assessed by the IRS or any other Governmental Authority in connection therewith, plus (iv) such additional amount (if any) as shall be required to cause JPMC to have received, on an After-Tax Basis, the same "Internal Rate of Return" (as defined and calculated in the manner provided in the Financial Projections) from the payments made pursuant to this Agreement as JPMC would have received on account of its ownership of CCE if the Tax Credits had not been so recaptured or disallowed (*i.e.*, equal to the Target Rate of Return), taking into account the effect of the recapture, loss, or disallowance of Tax Credits and the receipt of the cash payments provided for herein, but otherwise based on the same assumptions in regard to profits, losses, and other tax and financial benefits as set forth in the Financial Projections, and utilizing the same methodology as used in the Financial Projections, including, without limitation, with respect to JPMC's marginal federal and state income tax rates and with respect to the timing of Tax Credit recognition.

(n) "Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

(o) "Prime Rate" means the reference rate for corporate loans announced from time to time by large, money center banks and reported as the "Prime Rate" in *The Wall Street Journal*, New York Edition, as such rate may change from time to time, or in the event such rate ceases to be determined and reported in such publication, any comparable rate determined in good faith by JPMC.

(p) "Specified NMTC Recapture Event" means any recapture or disallowance of any Tax Credits attributable to any QEI made by Fund in CDE:

(i) arising, directly or indirectly, in whole or in part, from Project Borrower failing to qualify as a QALICB;

(ii) arising, directly or indirectly, in whole or in part, from the Project Loans failing to qualify as QLICs (including, without limitation, the failure of Project Borrower or any tenant of the Project to constitute a "qualified business" within the meaning of Section 1.45D-1(d)(5) of the Treasury Regulations);

(iii) arising, directly or indirectly, in whole or in part, from fraud, material misrepresentation, gross negligence, or willful misconduct of any Indemnitor or any Affiliate thereof; or

(iv) arising, directly or indirectly, in whole or in part, from an Event of Default or any other action or inaction of any Indemnitor or any Affiliate thereof.

Notwithstanding anything to the contrary herein, a Specified NMTC Recapture Event shall not include a recapture or disallowance of any Tax Credits attributable to any QEI made by Fund in CDE caused solely on account of changes in the Code or the Treasury Regulations which cause Fund to receive less than the amount of Tax Credits it would have otherwise been eligible to

receive (except to the extent that the adverse effects thereof could reasonably have been mitigated by any Indemnitor or any Affiliate thereof).

(q) “Target Rate of Return” means a projected, after-tax internal rate of return to JPMC on account of its investment in CCE and CCE’s investment in Fund (and Fund’s QEI in CDE) equal to 5.87% per annum, taking into account the dates and amounts of such investments, all cash distributions, Tax Credits and other tax and financial benefits, and any offsetting tax detriments, as set forth in the Financial Projections, and utilizing the methodology contained in such Financial Projections.

(r) “Tax” or “Taxes” means any and all liabilities, losses, expenses and costs that are, or are in the nature of, taxes, fees or other governmental charges, including interest, penalties, fines, and additions to tax imposed by any Governmental Authority.

(s) “Treasury Regulations” means any temporary or final regulations promulgated under the Code.

2. Tax Assumptions. Indemnitors acknowledge that, by virtue of the fact that Fund’s equity investment in CDE is intended to constitute a “qualified equity investment” (as defined in Section 45D of the Code), and assuming no recapture or disallowance of the Tax Credits occurs, JPMC (through its ownership of CCE and Fund) expects to claim or be entitled to claim Tax Credits in an amount equal to (a) 5% of the Designated QEI Amount on the Credit Allowance Date and on each of the next two anniversary dates of the Credit Allowance Date, and (b) 6% of the Designated QEI Amount on each of the next four anniversary dates of the Credit Allowance Date (the “NMTC Assumption”), in an aggregate amount over such period equal to not less than \$3,120,000 (*i.e.*, 39% of the Designated QEI Amount).

3. Indemnification for Specified NMTC Recapture Events.

(a) Indemnitors, jointly and severally, shall be obligated to pay the NMTC Recapture Amount to JPMC within 10 calendar days of receipt of notice from JPMC of a NMTC Payment Date. JPMC shall provide Indemnitors along with such notice a written calculation of the NMTC Recapture Amount together with a description of the Specified NMTC Recapture Event.

(b) In addition to their obligation to pay the NMTC Recapture Amount, Indemnitors shall also be obligated, jointly and severally, to pay all costs, expenses, and fees (including without limitation reasonable attorneys’, accountants’, experts’, and consultants’ fees and expenses, court costs and investigative expenses) incurred by any of JPMC, CCE, Fund or any Affiliate of any of the foregoing in connection with any tax audit, litigation or other proceedings challenging JPMC’s, CCE’s or Fund’s entitlement to the Tax Credits as a result of any actual or alleged Specified NMTC Recapture Event.

(c) In the event that any amounts owed under this Section 3 are paid when due, Indemnitors shall have no liability to JPMC after the date of such payment for any interest or penalties assessed by the IRS or any other Governmental Authority with respect to such amounts on account of any delay by JPMC, CCE, Fund or any Affiliate of any of the foregoing in advancing Indemnitors’ payment to the IRS or other applicable Governmental Authority.

(d) Any amounts owed under this Section 3 that are not paid when due shall bear interest at a rate equal to 2% over the Prime Rate in effect at the end of the preceding calendar month, until paid in full.

4. Exculpation from Liability. Notwithstanding Section 3, Indemnitors shall have no liability to JPMC with respect to a Specified NMTC Recapture Event in the event that such Specified NMTC Recapture Event occurred solely from fraud, material misrepresentation, gross negligence, or willful misconduct of any of JPMC, CCE, Fund, Allocatee, CDE or any Affiliate of any of the foregoing.

5. General.

(a) Indemnitors shall have the ability to request reasonable additional documentation regarding any Specified NMTC Recapture Event, NMTC Recapture Amount or any other claim for indemnity under this Agreement; *provided, however*, (i) none of JPMC, CCE, Fund or any Affiliate of any of the foregoing shall be obligated to make available any confidential information relating to their respective federal or state income tax returns or any issues relating thereto nor any computer program employed to calculate any such amount and (ii) any dispute as to the reasonableness of the documentation requested and/or provided shall not limit or extinguish any Indemnitor's liability under this Agreement.

(b) All payments made hereunder shall be made in U.S. dollars in immediately available funds (unless the paying party is otherwise instructed by the recipient of such payment) to the account of the recipient.

(c) This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permissible assigns whether or not an express assignment to any such holder of rights under this Agreement has been made. The term "JPMC" shall include any subsequent holder of the interests of JPMC as the member of CCE, the term "CCE" shall include any subsequent holder of the interest of CCE as the sole member of Fund, and the term "Fund" shall include any subsequent holder of the interest of Fund as the investor member of CDE. Each of JPMC, CCE, and Fund may assign such interests, in whole or in part, without notice and without affecting any liability or obligation of Indemnitors under this Agreement. Each of JPMC, CCE, and Fund may make available to any assignee all credit and financial data with respect to any Indemnitor as may be lawfully in the possession of JPMC, CCE or Fund. Notwithstanding anything to the contrary herein, this Agreement shall not inure to the benefit of any purchaser of CCE's interest as the sole member of Fund pursuant to the Investment Fund Put/Call Agreement.

(d) To the fullest extent permitted by applicable law, Indemnitors waive (i) notice of the acceptance of this Agreement, the CDE OA, the Fund OA or any part thereof and (ii) presentment, protest, notice, demand or action on delinquency in respect of this Agreement, the CDE OA, the Fund OA or any part thereof, including any right to require JPMC, CCE, Fund or any Affiliate of any of the foregoing to sue any other Person obligated with respect to this Agreement, the CDE OA, the Fund OA or any part thereof, or otherwise to enforce payment thereof against any collateral securing Indemnitors' obligations or to collect

against any other Person who may be liable on account of any Specified NMTC Recapture Event.

(e) No amendment or modification of this Agreement, and no approvals, consents or waivers hereunder, shall be valid or binding unless in writing and executed by the party to be bound.

(f) This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

(g) Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

(h) Indemnitors hereby agree that this Agreement, the indemnified amounts as described in Section 3, and all other obligations indemnified hereby, shall remain in full force and effect at all times hereinafter until paid and/or performed in full notwithstanding any action or undertakings by or against any Indemnitor and/or any member of any Indemnitor or in any proceeding in the United States Bankruptcy Court, including, without limitation, any proceeding relating to valuation of collateral, election or imposition of secured or unsecured claim status upon claims by JPMC pursuant to any Chapter of the Bankruptcy Code or the Rules of Bankruptcy Procedure as same may be applicable from time to time.

(i) Each Indemnitor covenants, represents, and warrants to and for the benefit of JPMC as follows:

(i) the execution, delivery and performance by it of this Agreement does not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any Governmental Authority over it, or any contractual restriction binding on or affecting it;

(ii) it has all necessary power and authority to enter into and perform this Agreement, and there are no facts or circumstances of which it is aware that could in any way impair or prevent it from performing its obligations under this Agreement;

(iii) any and all financial information with respect to it given by it or any other Indemnitor to CCE or JPMC fairly and accurately present its financial condition and results of its operations as of the respective dates thereof and for the respective dates indicated therein, and, since the respective dates thereof, there has been no material adverse change in its financial condition or the results of its operations; and

(iv) with the assistance of counsel of its choice, it has read and reviewed this Agreement and such other documents as it and its counsel deemed necessary or desirable to read.

(j) Project Borrower further covenants and agrees (i) to provide JPMC, within 90 calendar days of the end of each of its fiscal years, copies of audited financial statements regarding its previous fiscal year, including a balance sheet, a statement of operations, and a statement of cash flows and (ii) to promptly notify JPMC of any change in its financial condition that adversely and materially affects its ability to perform its obligations under this Agreement.

(k) CFPFCD further covenants and agrees (i) to provide JPMC, within 90 calendar days of the end of each of its fiscal years, copies of audited financial statements regarding its previous fiscal year, including a balance sheet, a statement of operations, and a statement of cash flows and (ii) to promptly notify JPMC of any change in its financial condition that adversely and materially affects its ability to perform its obligations under this Agreement.

(l) Any notice, request, demand, consent, approval, direction, agreement, or other communication (any "notice") required or permitted hereunder shall be in writing and shall be validly given if (i) sent by a nationally-recognized courier that obtains receipts, (ii) delivered personally by a courier that obtains receipts, (iii) mailed by United States certified mail (with return receipt requested and postage prepaid), (iv) sent by facsimile (with a copy of such facsimile and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (i), (i) or (iii) hereof), or (v) sent by email (with a copy of such email and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (i), (ii) or (iii) hereof), addressed to the applicable party at the address set forth on Schedule A to this Agreement. Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt, or the date the facsimile or email was sent, as applicable. Refusal to accept delivery or, to the fullest extent permitted by applicable law, the inability to deliver because of a changed address for which no notice was given shall be deemed receipt. Any party may periodically change its address for notice (including different or additional addresses for copies) by giving the other party at least 10 calendar days' prior notice in accordance with the foregoing provisions.

(m) The liability of Indemnitors under this Agreement shall be joint and several and shall be an absolute, direct, immediate and unconditional indemnity of payment and not of collectability. The obligations of Indemnitors hereunder are independent of the obligations of any Affiliate or any other party which may be initially or otherwise responsible for performance or payment of the obligations hereunder guaranteed, and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Indemnitors, whether or not any Affiliate is joined therein or a separate action or actions are brought against any Affiliate.

(n) References in this Agreement to Sections are intended to refer to Sections of this Agreement, unless otherwise specifically stated.

(o) The Recitals and Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

(p) This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties, notwithstanding that all parties

have not signed the original or the same counterpart. Faxed, scanned or photocopied signatures shall be deemed equivalent to original signatures.

6. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; 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 ALABAMA WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES, AND TO THE EXTENT RELEVANT IN APPLYING THE PROVISIONS OF SECTION 45D OF THE CODE, THE CODE AND THE TREASURY REGULATIONS THEREUNDER.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY 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 (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY 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 PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

(c) 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.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INDEMNITORS SHALL NOT ASSERT, AND HEREBY WAIVE, ANY CLAIM AGAINST JPMC AND JPMC'S AFFILIATES, 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.

7. Enforcement Costs. In the event of any action at law or in equity 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.

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

IN WITNESS WHEREOF, each party has caused this QALICB Indemnification Agreement to be executed by its duly authorized officer as of the Effective Date.

PROJECT BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

[COUNTERPART SIGNATURE PAGE TO QALICB INDEMNIFICATION AGREEMENT]

CFPFCD:

THE CITY OF FOLEY PUBLIC FACILITIES
COOPERATIVE DISTRICT, an Alabama public
corporation

By: _____

Name: Charles J. Ebert, III

Title: Chairman

[COUNTERPART SIGNATURE PAGE TO QALICB INDEMNIFICATION AGREEMENT]

JPMC:

JPMORGAN CHASE BANK, N.A., a national
banking association

By: _____
Name: Kevin R. Goldsmith
Title: Authorized Officer

SCHEDULE A

Notice Addresses of Parties

(1) If to either Indemnitor: c/o City of Foley
407 East Laurel Avenue
Foley, AL 36535
Attention: Jeff Rouzie, Director of Economic Development
Facsimile: 251-952-4012
Email: jrouzie@cityoffoley.org

And a copy to: Adams and Reese LLP
RSA Battle House Tower
11 North Water Street, Suite 23200
Mobile, AL 36602
Attention: John F. Lyle, III, Esq.
Facsimile: 251-438-7733
Email: john.lyle@arlaw.com

(2) If to JPMC: JPMorgan Chase Bank, N.A.
10 S. Dearborn Street, 19th Floor
Mail Code: IL1-0953
Chicago, IL 60603-5506
Attention: NMTC Asset Manager
Facsimile: 312-325-5050
Email: nmtc.reporting@chase.com

With a copy to: Chase Community Equity, LLC
c/o JPMorgan Chase Bank, N.A.
New Markets Tax Credit Group
2200 Ross Avenue, 9th Floor
Mail Code: TX1-2951
Dallas, TX 75201
Attention: Wanda Clark
Facsimile: 214-965-3297
Email: wanda.clark@jpmchase.com

And a copy to: Jones Day
100 High Street, 21st Floor
Boston, MA 02110
Attention: Douglas R. Banghart, Esq.
Facsimile: 617-449-6999
Email: dbanghart@jonesday.com

[REMAINDER OF PAGE BLANK]

EXECUTION VERSION

FUND PROMISSORY NOTE

Borrower:	Lender:
CHASE NMTC CAFFM INVESTMENT FUND, LLC 10 S. Dearborn Street, 19th Floor Mail Code: IL1-0953 Chicago, IL 60603-5506 Attention: NMTC Asset Manager	THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT c/o City of Foley 407 East Laurel Avenue Foley, AL 36535 Attention: Jeff Rouzie, Director of Economic Development

Principal Amount:
U.S. \$5,950,400.00

Note Date:
July 11, 2014

1. PROMISE TO PAY. CHASE NMTC CAFFM INVESTMENT FUND, LLC, a Delaware limited liability company ("Borrower"), promises to pay to the order of THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT, an Alabama public corporation ("Lender"), in lawful money of the United States of America, the sum of FIVE MILLION NINE HUNDRED FIFTY THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (U.S. \$5,950,400.00), together with interest at the rate described below assessed on the unpaid principal balance of this Fund Promissory Note (this "Note") as outstanding from time to time, commencing on the date of this Note and continuing until this Note is paid in full.

2. LOAN AGREEMENT. This Note is executed in connection with that certain Fund Loan Agreement dated as of even date with this Note by and between Borrower and Lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Loan Agreement"). The terms, provisions and conditions of the Loan Agreement are incorporated herein by reference and made a part hereof.

3. DEFINITIONS. For the purposes of this Note, unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to such terms in the Loan Agreement. The following definitions (some of which are restated from those definitions contained in the Loan Agreement) shall apply to the words and phrases used herein:

(a) "Business Day" means any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in the States of Alabama and/or New York.

(b) "Default Rate" means a rate of interest per annum equal to 3% in excess of the Interest Rate.

(c) "Event of Default" means any of those events set forth in Section 5.1 of the Loan Agreement.

(d) “Fund Pledge Agreement” means that certain Fund Pledge Agreement dated as of the date hereof by Borrower in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(e) “Interest Rate” means 1.0% per annum.

(f) “Loan Documents” means this Note, the Loan Agreement, the Fund Pledge Agreement, and all other documents, instruments and agreements which evidence, secure or are otherwise executed in connection with the Loan, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(g) “Maturity Date” means December 31, 2043.

4. INTEREST RATE. The outstanding principal amount of the Note from time to time will bear interest at the Interest Rate. From and after the date of any Event of Default and continuing so long as such Event of Default is continuing, interest on all principal amounts outstanding under the Loan will accrue at the Default Rate. All interest payable hereunder will be computed on the basis of a 360-day year consisting of twelve 30-day months. With respect to any partial month, interest payments will be computed for the actual number of days elapsed on the basis of a 360-day year.

5. PAYMENT.

(a) *Payment Dates*. The outstanding principal amount and accrued interest of this Note shall be due and payable on the dates set forth in the Loan Agreement, including without limitation Section 1.7 thereof, which is incorporated herein by reference and made a part hereof.

(b) *Payment Time & Address*. Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or otherwise) prior to 11:00 a.m., Central time, on the date when due, in immediately available funds. Borrower will pay Lender at Lender’s address shown above or at such other place as Lender may designate in writing.

(c) *Business Day*. If any payment on this Note becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Borrower will pay the balance of all outstanding principal and accrued and unpaid interest on the Maturity Date. All payments hereunder shall be made in U.S. dollars.

(d) *Event of Default*. Section 5.1 of the Loan Agreement is incorporated herein by reference and made a part hereof. During the occurrence and continuance of an Event of Default, but subject in all instances to Section 5.3 of the Loan Agreement, Lender, at its option, may enforce its rights against any collateral securing this Note without enforcing its rights against Borrower or any other property or indebtedness due or to become due to Borrower.

6. FORBEARANCE. Notwithstanding any provision in this Note to the contrary, the rights and remedies of Lender are subject in all respects to the provisions of Section 5.3 of the Loan Agreement (incorporated herein by reference and made a part hereof), and nothing in this Note

shall be deemed to authorize or empower Lender to take any action or exercise any right or remedy that is inconsistent with such provisions.

7. PREPAYMENT. Borrower may prepay this Note in whole or in part at any time without penalty.

8. SUCCESSORS AND ASSIGNS LIABLE. Borrower's obligations and agreements under this Note will be binding upon Borrower's successors and assigns. The rights and remedies granted to Lender under this Note will inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

9. CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Note, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

10. SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision will be deleted from this Note and the balance of this Note will be interpreted as if the deleted provision never existed.

11. WAIVER. Subject to Section 5.3 of the Loan Agreement, time shall be of the essence with respect to all of Borrower's obligations under this Note. Borrower and all others who may become liable for all or any part of the indebtedness evidenced by this Note and their respective heirs, successors and assigns agree to be jointly and severally bound by this Note, and jointly and severally (a) waive and renounce to the extent permitted by law any and all homestead exemption rights and the benefits of all valuation appraisement, stay, redemption and moratorium privileges as against this debt or any renewal or extension hereof; and (b) waive presentment, demand, protest, notice of nonpayment, notice of dishonor, any and all lack of diligence or delays in the collection or enforcement hereof, and any such privileges and defenses as may now be in effect or which may hereafter become law. Borrower agrees that, without releasing or impairing Borrower's liability hereunder, Lender may at any time release, surrender, substitute or exchange any collateral securing this Note and may at any time release any party primarily or secondarily liable for the indebtedness evidenced by this Note.

12. USURY SAVINGS. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, in no event shall the total of all charges payable under this Note and the other Loan Documents that are or could be held to be in the nature of interest exceed the maximum rate permitted under applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall automatically be applied to reduce the principal balance outstanding on this Note. If at any time the Interest Rate shall exceed such maximum rate, and thereafter the Interest Rate is below such maximum rate, then the Interest Rate shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by Lender is equal to that which would have been received by Lender but for the first two sentences of this Section 12.

13. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS. Section 6.10 of the Loan Agreement is incorporated herein by reference and made a part hereof.

14. ENFORCEMENT COSTS. Section 6.12 of the Loan Agreement is incorporated herein by reference and made a part hereof.

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

IN WITNESS WHEREOF, Borrower has caused this Fund Promissory Note to be duly executed as of the date first written above.

BORROWER:

CHASE NMTC CAFFM INVESTMENT FUND,
LLC, a Delaware limited liability company

By: Chase Community Equity, LLC, a Delaware
limited liability company, its sole member

By: _____
Name: Kevin R. Goldsmith
Title: Vice President

QLICI LOAN A-1 NOTE

Borrower:	Lender:
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC. c/o City of Foley 407 East Laurel Avenue Foley, AL 36535 Attention: Jeff Rouzie, Director of Economic Development	PACESETTER CDE X, LLC c/o Pacesetter CDE, Inc. 2600 E. Southlake Boulevard Suite 120-105 Southlake, TX 76092 Attention: Giovanni Capriglione

Principal Amount:
U.S. \$1,352,600.00

Note Date:
July 11, 2014

1. PROMISE TO PAY. COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), promises to pay to the order of PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"), in lawful money of the United States of America, the sum of ONE MILLION THREE HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (U.S. \$1,352,600.00), together with interest at the rate described below assessed on the unpaid principal balance of this QLICI Loan A-1 Note (this "Note") as outstanding from time to time, commencing on the date of this Note and continuing until this Note is paid in full.

2. CREDIT AGREEMENT. This Note is executed in connection with that certain Credit Agreement dated as of even date with this Note by and between Borrower and Lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Credit Agreement.

3. ADVANCES. The full proceeds of this Note will be advanced to Borrower on the date hereof (the "Note Date") and, except as set forth in Section 5(d), applied as set forth in the Credit Agreement.

4. INTEREST RATE. Advances under this Note shall bear interest from the date of this Note until paid at the rate of 1.045% per annum (the "Interest Rate"). Interest due under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. With respect to any partial month, interest payments shall be computed for the actual number of days elapsed on the basis of a 360-day year.

5. PAYMENT.

(a) *Payment Dates.*

(i) Commencing on September 1, 2014, and continuing on the first (1st) day of each December, March, June, and September thereafter through June 1, 2021, accrued and unpaid interest shall be due and payable quarterly, partially in arrears and partially in advance, on the first (1st) day of each December, March, June, and September; *provided* that interest shall accrue on the outstanding principal balance of this Note through and including the last day of the applicable month; *provided further*, that Borrower's first interest payment due will include interest incurred from the date of this Note through September 30, 2014.

(ii) Commencing on September 1, 2021, and continuing on the first (1st) day of each December, March, June, and September thereafter through and including the Maturity Date (defined below), payments of principal and interest shall be due and payable such that the loan fully amortizes upon the Maturity Date at the Interest Rate.

(iii) Payment of the principal balance of this Note, all accrued and unpaid interest thereon, and any other amounts payable by Borrower to Lender under this Note and the other Loan Documents will be paid in full on the Maturity Date.

(b) *Payment Time & Address.* Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or otherwise) prior to 11:00 a.m., Central time, on the date when due, in immediately available funds, without set-off or counterclaim. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

(c) *Business Day.* If any payment on this Note becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(d) *Event of Default.* Failure to make payments on this Note on the date such amount becomes due and payable shall constitute an Event of Default hereunder. Following an Event of Default, unless otherwise agreed in writing by Lender in its sole discretion or required by applicable law, payments will be applied first to pay all sums owing under this Note and the Loan Documents other than interest and principal, if any, then to interest owing under this Note, and any remaining amount to unpaid principal.

(e) *Payments.* All payments required hereunder shall be made in U.S. dollars.

6. PREPAYMENT. Borrower may not prepay this Note in whole or in part at any time prior to December 18, 2020. Borrower acknowledges that the Loan evidenced by this Note is part of an integrated financing structure that includes one or more investments made under the New Markets Tax Credit program pursuant to Section 45D of the Code and the regulations thereunder (the "NMTC Program"), which requires that funds remain invested during the applicable compliance period thereunder. As a result, prepayments under this Note could have impacts on the financing structure that could materially affect the economic relationships and benefits to Lender and others intended by that structure and could also create additional compliance risks under the NMTC Program. Accordingly, Borrower acknowledges that the prepayment

prohibition period set forth herein has been specifically bargained for by Lender and Borrower, and is reasonable in duration and effect. Borrower further acknowledges that Lender would not make the Loan evidenced by this Note without such prepayment restriction. Therefore, Borrower consents to the remedies of specific performance and of injunction and other equitable remedies for a breach or prospective breach of this Section 6.

7. MATURITY DATE. This Note shall mature on the earlier of (a) December 31, 2043, or (b) the date on which the unpaid principal balance of this Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (as applicable, the "Maturity Date").

8. LATE FEE. If any payment is not received by Lender within 10 calendar days after its due date (whether as stated, by acceleration or otherwise), Lender may assess and Borrower agrees to pay a late fee equal to the greater of (i) 3.0% of the amount of such payment or (ii) \$25.00; provided, however, that such late charge shall not exceed \$1,500.00. Such late charge shall compensate Lender for administrative expenses and other costs of delinquent payment, may be assessed without notice, shall be immediately due and payable, and shall be in addition to all other rights and remedies available to Lender. Borrower shall pay the late payment charge upon demand by Lender or, if billed, within the time specified.

9. DEFAULT RATE. From and after the date of any Event of Default, interest on funds outstanding hereunder shall accrue at a rate of interest per annum equal to 3% in excess of the Interest Rate.

10. [Reserved].

11. SUCCESSORS AND ASSIGNS LIABLE. Borrower's obligations and agreements under this Note will be binding upon Borrower's successors and assigns. The rights and remedies granted to Lender under this Note will inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

12. CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Note, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

13. SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision will be deleted from this Note and the balance of this Note will be interpreted as if the deleted provision never existed.

14. WAIVER. Borrower, all endorsers and guarantors of this Note, and all others who may become liable for all or any part of the obligations evidenced by this Note and their respective heirs, successors and assigns agree to be jointly and severally bound by this Note, and jointly and severally (a) waive and renounce to the extent permitted by law any and all homestead exemption rights and the benefits of all valuation appraisement, stay, redemption and moratorium privileges as against this debt or any renewal or extension hereof; and (b) waive presentment, demand, protest, notice of nonpayment, notice of dishonor, any and all lack of diligence or delays in the collection or enforcement hereof, and any such privileges and defenses

as may now be in effect or which may hereafter become law. Borrower and all endorsers and guarantors of this Note further jointly and severally agree that Lender may, without notice, in such manner, on such terms and for such time(s) as Lender may see fit, extend, or renew this Note, and/or release any maker, endorser, or guarantor of this Note, and/or substitute or add guarantors, and/or substitute or release any or all of the collateral for this Note and provide any other indulgence or forbearance to Borrower, all without in any way affecting, releasing, or foregoing the joint and several liability of Borrower and all endorsers and guarantors of this Note.

15. USURY SAVINGS. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, in no event shall the total of all charges payable under this Note and the other Loan Documents that are or could be held to be in the nature of interest exceed the maximum rate permitted under applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law such payment shall have been, and shall be deemed to have been, made in error and shall, (a) if made prior to the 7th anniversary of the Note Date, be returned to Borrower, or (b) if made on or after the 7th anniversary of the Note Date, automatically be applied to reduce the principal balance outstanding on this Note. If at any time the Interest Rate shall exceed such maximum rate, and thereafter the Interest Rate is below such maximum rate, then the Interest Rate shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by Lender is that which would have been received by Lender but for the first two sentences of this Section 15.

16. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS FOR ALL LOAN DOCUMENTS. Section 10.19 of the Credit Agreement is incorporated herein by reference and made a part hereof, except references to "Agreement" therein shall be deemed a reference to this Note, and references to Section 10.19 shall be deemed a reference to this Section 16.

17. ENFORCEMENT COSTS. Section 10.22 of the Credit Agreement is incorporated herein by reference and made a part hereof.

18. MORTGAGE. This Note is secured by, among other things, the Mortgage on the Property.

19. TIME IS OF THE ESSENCE. Time is of the essence with respect to the payment and performance of all of Borrower's obligations and liabilities under this Note.

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

IN WITNESS WHEREOF, Borrower has caused this QLICI Loan A-1 Note to be duly executed as of the Note Date stated above.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

QLICI LOAN B-1 NOTE

Borrower:	Lender:
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC. c/o City of Foley 407 East Laurel Avenue Foley, AL 36535 Attention: Jeff Rouzie, Director of Economic Development	PACESETTER CDE X, LLC c/o Pacesetter CDE, Inc. 2600 E. Southlake Boulevard Suite 120-105 Southlake, TX 76092 Attention: Giovanni Capriglione

Principal Amount:
U.S. \$647,400.00

Note Date:
July 11, 2014

1. PROMISE TO PAY. COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), promises to pay to the order of PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"), in lawful money of the United States of America, the sum of SIX HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (U.S. \$647,400.00), together with interest at the rate described below assessed on the unpaid principal balance of this QLICI Loan B-1 Note (this "Note") as outstanding from time to time, commencing on the date of this Note and continuing until this Note is paid in full.

2. CREDIT AGREEMENT. This Note is executed in connection with that certain Credit Agreement dated as of even date with this Note by and between Borrower and Lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Credit Agreement.

3. ADVANCES. The full proceeds of this Note will be advanced to Borrower on the date hereof (the "Note Date") and, except as set forth in Section 5(d), applied as set forth in the Credit Agreement.

4. INTEREST RATE. Advances under this Note shall bear interest from the date of this Note until paid at the rate of 1.045% per annum (the "Interest Rate"). Interest due under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. With respect to any partial month, interest payments shall be computed for the actual number of days elapsed on the basis of a 360-day year.

5. PAYMENT.

(a) *Payment Dates.*

(i) Commencing on September 1, 2014, and continuing on the first (1st) day of each December, March, June, and September thereafter through June 1, 2021, accrued and unpaid interest shall be due and payable quarterly, partially in arrears and partially in advance, on the first (1st) day of each December, March, June, and September; provided that interest shall accrue on the outstanding principal balance of this Note through and including the last day of the applicable month; provided further, that Borrower's first interest payment due will include interest incurred from the date of this Note through September 30, 2014.

(ii) Commencing on September 1, 2021, and continuing on the first (1st) day of each December, March, June, and September thereafter through and including the Maturity Date (defined below), payments of principal and interest shall be due and payable such that the loan fully amortizes upon the Maturity Date at the Interest Rate.

(iii) Payment of the principal balance of this Note, all accrued and unpaid interest thereon, and any other amounts payable by Borrower to Lender under this Note and the other Loan Documents will be paid in full on the Maturity Date.

(b) *Payment Time & Address.* Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or otherwise) prior to 11:00 a.m., Central time, on the date when due, in immediately available funds, without set-off or counterclaim. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

(c) *Business Day.* If any payment on this Note becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(d) *Event of Default.* Failure to make payments on this Note on the date such amount becomes due and payable shall constitute an Event of Default hereunder. Following an Event of Default, unless otherwise agreed in writing by Lender in its sole discretion or required by applicable law, payments will be applied first to pay all sums owing under this Note and the Loan Documents other than interest and principal, if any, then to interest owing under this Note, and any remaining amount to unpaid principal.

(e) *Payments.* All payments required hereunder shall be made in U.S. dollars.

6. PREPAYMENT. Borrower may not prepay this Note in whole or in part at any time prior to December 18, 2020. Borrower acknowledges that the Loan evidenced by this Note is part of an integrated financing structure that includes one or more investments made under the New Markets Tax Credit program pursuant to Section 45D of the Code and the regulations thereunder (the "NMTC Program"), which requires that funds remain invested during the applicable compliance period thereunder. As a result, prepayments under this Note could have impacts on the financing structure that could materially affect the economic relationships and benefits to Lender and others intended by that structure and could also create additional compliance risks under the NMTC Program. Accordingly, Borrower acknowledges that the prepayment

prohibition period set forth herein has been specifically bargained for by Lender and Borrower, and is reasonable in duration and effect. Borrower further acknowledges that Lender would not make the Loan evidenced by this Note without such prepayment restriction. Therefore, Borrower consents to the remedies of specific performance and of injunction and other equitable remedies for a breach or prospective breach of this Section 6.

7. MATURITY DATE. This Note shall mature on the earlier of (a) December 31, 2043, or (b) the date on which the unpaid principal balance of this Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (as applicable, the "Maturity Date").

8. LATE FEE. If any payment is not received by Lender within 10 calendar days after its due date (whether as stated, by acceleration or otherwise), Lender may assess and Borrower agrees to pay a late fee equal to the greater of (i) 3.0% of the amount of such payment or (ii) \$25.00; provided, however, that such late charge shall not exceed \$1,500.00. Such late charge shall compensate Lender for administrative expenses and other costs of delinquent payment, may be assessed without notice, shall be immediately due and payable, and shall be in addition to all other rights and remedies available to Lender. Borrower shall pay the late payment charge upon demand by Lender or, if billed, within the time specified.

9. DEFAULT RATE. From and after the date of any Event of Default, interest on funds outstanding hereunder shall accrue at a rate of interest per annum equal to 3% in excess of the Interest Rate.

10. [Reserved].

11. SUCCESSORS AND ASSIGNS LIABLE. Borrower's obligations and agreements under this Note will be binding upon Borrower's successors and assigns. The rights and remedies granted to Lender under this Note will inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

12. CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Note, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

13. SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision will be deleted from this Note and the balance of this Note will be interpreted as if the deleted provision never existed.

14. WAIVER. Borrower, all endorsers and guarantors of this Note, and all others who may become liable for all or any part of the obligations evidenced by this Note and their respective heirs, successors and assigns agree to be jointly and severally bound by this Note, and jointly and severally (a) waive and renounce to the extent permitted by law any and all homestead exemption rights and the benefits of all valuation appraisement, stay, redemption and moratorium privileges as against this debt or any renewal or extension hereof; and (b) waive presentment, demand, protest, notice of nonpayment, notice of dishonor, any and all lack of diligence or delays in the collection or enforcement hereof, and any such privileges and defenses

as may now be in effect or which may hereafter become law. Borrower and all endorsers and guarantors of this Note further jointly and severally agree that Lender may, without notice, in such manner, on such terms and for such time(s) as Lender may see fit, extend, or renew this Note, and/or release any maker, endorser, or guarantor of this Note, and/or substitute or add guarantors, and/or substitute or release any or all of the collateral for this Note and provide any other indulgence or forbearance to Borrower, all without in any way affecting, releasing, or foregoing the joint and several liability of Borrower and all endorsers and guarantors of this Note.

15. USURY SAVINGS. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, in no event shall the total of all charges payable under this Note and the other Loan Documents that are or could be held to be in the nature of interest exceed the maximum rate permitted under applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law such payment shall have been, and shall be deemed to have been, made in error and shall, (a) if made prior to the 7th anniversary of the Note Date, be returned to Borrower, or (b) if made on or after the 7th anniversary of the Note Date, automatically be applied to reduce the principal balance outstanding on this Note. If at any time the Interest Rate shall exceed such maximum rate, and thereafter the Interest Rate is below such maximum rate, then the Interest Rate shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by Lender is that which would have been received by Lender but for the first two sentences of this Section 15.

16. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS FOR ALL LOAN DOCUMENTS. Section 10.19 of the Credit Agreement is incorporated herein by reference and made a part hereof, except references to "Agreement" therein shall be deemed a reference to this Note, and references to Section 10.19 shall be deemed a reference to this Section 16.

17. ENFORCEMENT COSTS. Section 10.22 of the Credit Agreement is incorporated herein by reference and made a part hereof.

18. MORTGAGE. This Note is secured by, among other things, the Mortgage on the Property.

19. TIME IS OF THE ESSENCE. Time is of the essence with respect to the payment and performance of all of Borrower's obligations and liabilities under this Note.

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

IN WITNESS WHEREOF, Borrower has caused this QLICI Loan B-1 Note to be duly executed as of the Note Date stated above.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

QLICI LOAN A-2 NOTE

Borrower:	Lender:
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC. c/o City of Foley 407 East Laurel Avenue Foley, AL 36535 Attention: Jeff Rouzie, Director of Economic Development	PACESETTER CDE X, LLC c/o Pacesetter CDE, Inc. 2600 E. Southlake Boulevard Suite 120-105 Southlake, TX 76092 Attention: Giovanni Capriglione

Principal Amount:
U.S. \$4,597,800.00

Note Date:
July 11, 2014

1. PROMISE TO PAY. COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), promises to pay to the order of PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"), in lawful money of the United States of America, the sum of FOUR MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (U.S. \$4,597,800.00), together with interest at the rate described below assessed on the unpaid principal balance of this QLICI Loan A-2 Note (this "Note") as outstanding from time to time, commencing on the date of this Note and continuing until this Note is paid in full.

2. CREDIT AGREEMENT. This Note is executed in connection with that certain Credit Agreement dated as of even date with this Note by and between Borrower and Lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Credit Agreement.

3. ADVANCES. The full proceeds of this Note will be advanced to Borrower on the date hereof (the "Note Date") and, except as set forth in Section 5(d), applied as set forth in the Credit Agreement.

4. INTEREST RATE. Advances under this Note shall bear interest from the date of this Note until paid at the rate of 1.045% per annum (the "Interest Rate"). Interest due under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. With respect to any partial month, interest payments shall be computed for the actual number of days elapsed on the basis of a 360-day year.

5. PAYMENT.

(a) *Payment Dates.*

(i) Commencing on September 1, 2014, and continuing on the first (1st) day of each December, March, June, and September thereafter through June 1, 2021, accrued and unpaid interest shall be due and payable quarterly, partially in arrears and partially in advance, on the first (1st) day of each December, March, June, and September; provided that interest shall accrue on the outstanding principal balance of this Note through and including the last day of the applicable month; provided further, that Borrower's first interest payment due will include interest incurred from the date of this Note through September 30, 2014.

(ii) Commencing on September 1, 2021, and continuing on the first (1st) day of each December, March, June, and September thereafter through and including the Maturity Date (defined below), payments of principal and interest shall be due and payable such that the loan fully amortizes upon the Maturity Date at the Interest Rate.

(iii) Payment of the principal balance of this Note, all accrued and unpaid interest thereon, and any other amounts payable by Borrower to Lender under this Note and the other Loan Documents will be paid in full on the Maturity Date.

(b) *Payment Time & Address.* Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or otherwise) prior to 11:00 a.m., Central time, on the date when due, in immediately available funds, without set-off or counterclaim. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

(c) *Business Day.* If any payment on this Note becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(d) *Event of Default.* Failure to make payments on this Note on the date such amount becomes due and payable shall constitute an Event of Default hereunder. Following an Event of Default, unless otherwise agreed in writing by Lender in its sole discretion or required by applicable law, payments will be applied first to pay all sums owing under this Note and the Loan Documents other than interest and principal, if any, then to interest owing under this Note, and any remaining amount to unpaid principal.

(e) *Payments.* All payments required hereunder shall be made in U.S. dollars.

6. PREPAYMENT. Borrower may not prepay this Note in whole or in part at any time prior to December 18, 2020. Borrower acknowledges that the Loan evidenced by this Note is part of an integrated financing structure that includes one or more investments made under the New Markets Tax Credit program pursuant to Section 45D of the Code and the regulations thereunder (the "NMTC Program"), which requires that funds remain invested during the applicable compliance period thereunder. As a result, prepayments under this Note could have impacts on the financing structure that could materially affect the economic relationships and benefits to Lender and others intended by that structure and could also create additional compliance risks under the NMTC Program. Accordingly, Borrower acknowledges that the prepayment

prohibition period set forth herein has been specifically bargained for by Lender and Borrower, and is reasonable in duration and effect. Borrower further acknowledges that Lender would not make the Loan evidenced by this Note without such prepayment restriction. Therefore, Borrower consents to the remedies of specific performance and of injunction and other equitable remedies for a breach or prospective breach of this Section 6.

7. MATURITY DATE. This Note shall mature on the earlier of (a) December 31, 2043, or (b) the date on which the unpaid principal balance of this Note becomes due and payable by acceleration or otherwise pursuant to the Loan Documents or the exercise by Lender of any right or remedy under any Loan Document (as applicable, the "Maturity Date").

8. LATE FEE. If any payment is not received by Lender within 10 calendar days after its due date (whether as stated, by acceleration or otherwise), Lender may assess and Borrower agrees to pay a late fee equal to the greater of (i) 3.0% of the amount of such payment or (ii) \$25.00; provided, however, that such late charge shall not exceed \$1,500.00. Such late charge shall compensate Lender for administrative expenses and other costs of delinquent payment, may be assessed without notice, shall be immediately due and payable, and shall be in addition to all other rights and remedies available to Lender. Borrower shall pay the late payment charge upon demand by Lender or, if billed, within the time specified.

9. DEFAULT RATE. From and after the date of any Event of Default, interest on funds outstanding hereunder shall accrue at a rate of interest per annum equal to 3% in excess of the Interest Rate.

10. [Reserved].

11. SUCCESSORS AND ASSIGNS LIABLE. Borrower's obligations and agreements under this Note will be binding upon Borrower's successors and assigns. The rights and remedies granted to Lender under this Note will inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

12. CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Note, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

13. SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision will be deleted from this Note and the balance of this Note will be interpreted as if the deleted provision never existed.

14. WAIVER. Borrower, all endorsers and guarantors of this Note, and all others who may become liable for all or any part of the obligations evidenced by this Note and their respective heirs, successors and assigns agree to be jointly and severally bound by this Note, and jointly and severally (a) waive and renounce to the extent permitted by law any and all homestead exemption rights and the benefits of all valuation appraisalment, stay, redemption and moratorium privileges as against this debt or any renewal or extension hereof; and (b) waive presentment, demand, protest, notice of nonpayment, notice of dishonor, any and all lack of

diligence or delays in the collection or enforcement hereof, and any such privileges and defenses as may now be in effect or which may hereafter become law. Borrower and all endorsers and guarantors of this Note further jointly and severally agree that Lender may, without notice, in such manner, on such terms and for such time(s) as Lender may see fit, extend, or renew this Note, and/or release any maker, endorser, or guarantor of this Note, and/or substitute or add guarantors, and/or substitute or release any or all of the collateral for this Note and provide any other indulgence or forbearance to Borrower, all without in any way affecting, releasing, or foregoing the joint and several liability of Borrower and all endorsers and guarantors of this Note.

15. USURY SAVINGS. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, in no event shall the total of all charges payable under this Note and the other Loan Documents that are or could be held to be in the nature of interest exceed the maximum rate permitted under applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law such payment shall have been, and shall be deemed to have been, made in error and shall, (a) if made prior to the 7th anniversary of the Note Date, be returned to Borrower, or (b) if made on or after the 7th anniversary of the Note Date, automatically be applied to reduce the principal balance outstanding on this Note. If at any time the Interest Rate shall exceed such maximum rate, and thereafter the Interest Rate is below such maximum rate, then the Interest Rate shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by Lender is that which would have been received by Lender but for the first two sentences of this Section 15.

16. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS FOR ALL LOAN DOCUMENTS. Section 10.19 of the Credit Agreement is incorporated herein by reference and made a part hereof, except references to "Agreement" therein shall be deemed a reference to this Note, and references to Section 10.19 shall be deemed a reference to this Section 16.

17. ENFORCEMENT COSTS. Section 10.22 of the Credit Agreement is incorporated herein by reference and made a part hereof.

18. MORTGAGE. This Note is secured by, among other things, the Mortgage on the Property.

19. TIME IS OF THE ESSENCE. Time is of the essence with respect to the payment and performance of all of Borrower's obligations and liabilities under this Note.

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

IN WITNESS WHEREOF, Borrower has caused this QLICI Loan A-2 Note to be duly executed as of the Note Date stated above.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

QLICI LOAN B-2 NOTE

Borrower:	Lender:
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC. c/o City of Foley 407 East Laurel Avenue Foley, AL 36535 Attention: Jeff Rouzie, Director of Economic Development	PACESETTER CDE X, LLC c/o Pacesetter CDE, Inc. 2600 E. Southlake Boulevard Suite 120-105 Southlake, TX 76092 Attention: Giovanni Capriglione

Principal Amount:
U.S. \$1,402,200.00

Note Date:
July 11, 2014

1. PROMISE TO PAY. COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), promises to pay to the order of PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"), in lawful money of the United States of America, the sum of ONE MILLION FOUR HUNDRED TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (U.S. \$1,402,200.00), together with interest at the rate described below assessed on the unpaid principal balance of this QLICI Loan B-2 Note (this "Note") as outstanding from time to time, commencing on the date of this Note and continuing until this Note is paid in full.

2. CREDIT AGREEMENT. This Note is executed in connection with that certain Credit Agreement dated as of even date with this Note by and between Borrower and Lender (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Credit Agreement.

3. ADVANCES. The full proceeds of this Note will be advanced to Borrower on the date hereof (the "Note Date") and, except as set forth in Section 5(d), applied as set forth in the Credit Agreement.

4. INTEREST RATE. Advances under this Note shall bear interest from the date of this Note until paid at the rate of 1.045% per annum (the "Interest Rate"). Interest due under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. With respect to any partial month, interest payments shall be computed for the actual number of days elapsed on the basis of a 360-day year.

5. PAYMENT.

(a) *Payment Dates.*

(i) Commencing on September 1, 2014, and continuing on the first (1st) day of each December, March, June, and September thereafter through June 1, 2021, accrued and unpaid interest shall be due and payable quarterly, partially in arrears and partially in advance, on the first (1st) day of each December, March, June, and September; provided that interest shall accrue on the outstanding principal balance of this Note through and including the last day of the applicable month; provided further, that Borrower's first interest payment due will include interest incurred from the date of this Note through September 30, 2014.

(ii) Commencing on September 1, 2021, and continuing on the first (1st) day of each December, March, June, and September thereafter through and including the Maturity Date (defined below), payments of principal and interest shall be due and payable such that the loan fully amortizes upon the Maturity Date at the Interest Rate.

(iii) Payment of the principal balance of this Note, all accrued and unpaid interest thereon, and any other amounts payable by Borrower to Lender under this Note and the other Loan Documents will be paid in full on the Maturity Date.

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(c) *Business Day.* If any payment on this Note becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

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(e) *Payments.* All payments required hereunder shall be made in U.S. dollars.

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prohibition period set forth herein has been specifically bargained for by Lender and Borrower, and is reasonable in duration and effect. Borrower further acknowledges that Lender would not make the Loan evidenced by this Note without such prepayment restriction. Therefore, Borrower consents to the remedies of specific performance and of injunction and other equitable remedies for a breach or prospective breach of this Section 6.

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diligence or delays in the collection or enforcement hereof, and any such privileges and defenses as may now be in effect or which may hereafter become law. Borrower and all endorsers and guarantors of this Note further jointly and severally agree that Lender may, without notice, in such manner, on such terms and for such time(s) as Lender may see fit, extend, or renew this Note, and/or release any maker, endorser, or guarantor of this Note, and/or substitute or add guarantors, and/or substitute or release any or all of collateral for this Note and provide any other indulgence or forbearance to Borrower, all without in any way affecting, releasing, or foregoing the joint and several liability of Borrower and all endorsers and guarantors of this Note.

15. USURY SAVINGS. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, in no event shall the total of all charges payable under this Note and the other Loan Documents that are or could be held to be in the nature of interest exceed the maximum rate permitted under applicable law. Should Lender receive any payment which is or would be in excess of that permitted to be charged under any such applicable law such payment shall have been, and shall be deemed to have been, made in error and shall, (a) if made prior to the 7th anniversary of the Note Date, be returned to Borrower, or (b) if made on or after the 7th anniversary of the Note Date, automatically be applied to reduce the principal balance outstanding on this Note. If at any time the Interest Rate shall exceed such maximum rate, and thereafter the Interest Rate is below such maximum rate, then the Interest Rate shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by Lender is that which would have been received by Lender but for the first two sentences of this Section 15.

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

IN WITNESS WHEREOF, Borrower has caused this QLICI Loan B-2 Note to be duly executed as of the Note Date stated above.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____
Name: John E. Koniar
Title: President

<p>NEED UPDATED INSURANCE EXHIBIT</p>

CREDIT AGREEMENT

by and between

**PACESETTER CDE X, LLC,
a Texas limited liability company,
as Lender**

and

**COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC.,
an Alabama nonprofit corporation,
as Borrower**

Dated as of July 11, 2014

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SCHEDULE

- Schedule A – Notice Addresses of Parties

EXHIBITS

- Exhibit A – New Markets Tax Credit Program Addendum to Credit Agreement
- Exhibit B – Project Budget
- Exhibit C – QALICB Questionnaire
- Exhibit D – Annual New Market Tax Credit Program Construction Contractor and Subcontractor Survey
- Exhibit E – Insurance Requirements
- Exhibit F – Community Benefits Agreement

CREDIT AGREEMENT

THIS CREDIT AGREEMENT (together with all addenda, exhibits and schedules attached hereto, as originally executed and as hereafter amended or restated from time-to-time in writing, this "Agreement"), dated as of July 11, 2014 (the "Effective Date"), is made by and between COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), and PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"). Borrower and Lender agree as follows:

ARTICLE 1 GENERAL TERMS

Section 1.1 Terms Defined Above. The terms defined in the preamble hereto have the meanings set forth therein.

Section 1.2 Certain Definitions. As used in this Agreement, the following terms will have the meanings indicated, unless the context otherwise requires:

(a) "Accountants" means Novogradac & Company LLP, or such other firm of independent certified public accountants as may be engaged by Borrower with the prior written consent of Lender, which consent may be granted or withheld in Lender's reasonable discretion.

(b) "Addendum" means the New Markets Tax Credit Program Addendum to Credit Agreement attached as Exhibit A.

(c) "Affiliate" means, when used with reference to a specified Person: (i) any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person, including by means of a non-member manager; (ii) any Person that is an officer of, manager of, member of, partner in, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, manager, member, partner, or trustee, or with respect to which the specified Person serves in a similar capacity; (iii) any Person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the specified Person has a substantial beneficial interest (10% or more); and (iv) any relative or spouse of the specified Person. As used in this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect possession of power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) "Allocatee" means Pacesetter CDE, Inc., a Texas corporation.

(e) "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to Borrower and its Affiliates from time to time concerning or relating to bribery or corruption.

(f) "Architect" means McCollough Architecture, Inc., an Alabama corporation, the architect selected by Borrower to design the Improvements and supervise construction of the Improvements.

(g) "Asset Management Fee" has the meaning set forth in Section 5.6(a)(ii).

(h) "Assignment Agreement" means that certain Assignment Agreement, dated as of the Effective Date, by and between the City and Borrower.

(i) "Assignment of Contracts" means that certain Assignment of Contracts, dated as of the Effective Date, by Borrower in favor of Lender, assigning the Plans & Specifications and the Construction Contracts to Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(j) "Bank" means JPMorgan Chase Bank, N.A., a national banking association.

(k) "Business Day" means any day other than a Saturday, Sunday or any day on which commercial banks in Baldwin County, Alabama, or New York, New York, are authorized or required to be closed.

(l) "CCF" means Chase Community Equity, LLC, a Delaware limited liability company, the sole member and manager of Fund, and its successors and assigns.

(m) "CFPFCD" means The City of Foley Public Facilities Cooperative District, an Alabama public corporation.

(n) "CFPFCD Reserve Account" means that certain account established by CFPFCD with Bank into which certain funds will be deposited on the Effective Date to secure CFPFCD's obligations (i) to Lender under the Guaranty of P&C and the Environmental Indemnity and (ii) to Bank under the QALICB NMTC Indemnity.

(o) "CFPFCD Reserve Account P&C Agreement" means that certain Account Pledge and Control Agreement (CFPFCD Reserve Account), dated as of the Effective Date, by and among CFPFCD, Bank, and Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(p) "City" means the City of Foley, Alabama, an Alabama municipal corporation.

(q) "Client Information" has the meaning set forth in Section 10.24(a).

(r) "Closing Transfers Memorandum" means that certain Closing Transfers Memorandum, dated as of the Effective Date, to which Lender, Bank, CCE, and Borrower (together with certain other parties) are parties.

(s) "CMDA" means that certain Construction Monitoring and Disbursement Agreement, dated as of the Effective Date, by and among Bank, Disbursement Agent, Borrower, and Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(t) "Code" means the Internal Revenue Code of 1986, as amended.

(u) "Collateral" means the Land, the Improvements, and all other collateral described in the Collateral Documents.

(v) "Collateral Documents" has the meaning set forth in Section 3.1 and collectively includes, without limitation, all guaranties and all security agreements, financing agreements, mortgages, deeds of trust, pledges, assignments creating and perfecting security interests, liens or encumbrances in

the assets of Borrower in favor of Lender to secure the Indebtedness, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(w) "Community Benefits Agreement" means that certain Community Benefits Agreement, dated as of the Effective Date, by and among Allocatee, Lender and Borrower, a copy of which is attached hereto as Exhibit F, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(x) "Completion of the Improvements" has the meaning set forth in Section 5.14(a).

(y) "Compliance Period" means the period beginning on the Effective Date and ending on December 18, 2020.

(z) "Construction Completion Schedule" has the meaning set forth in Section 5.14(a).

(aa) "Construction Contracts" means, collectively, the following agreements relating to the Improvements contemplated by the Plans & Specifications: (i) all agreements between Borrower and Architect, including without limitation the Architect Contract (as defined on Exhibit A to the Assignment of Contracts); (ii) all agreements between Borrower and Construction Manager, including without limitation the Construction Contract (as defined on Exhibit A to the Assignment of Contracts); (iii) all agreements between Borrower and Program Manager, including without limitation the Program Management Agreement (as defined on Exhibit A to the Assignment of Contracts); and (iv) all other contracts with any other contractors, suppliers and construction service providers.

(bb) "Construction Documents" means, collectively, the Plans & Specifications, Construction Contracts, all guaranties, warranties and undertakings under any of the foregoing, and all permits and licenses used in connection with the Improvements.

(cc) "Construction Manager" means Sun Coast Builders, Inc., an Alabama corporation, the contractor selected by Borrower to construct the Improvements.

(dd) "Contamination" has the meaning set forth in the Environmental Indemnity.

(ee) "Controlled Affiliate" has the meaning set forth in Section 4.11(c).

(ff) "Covered Person" or "Covered Persons" has the meaning set forth in Section 5.12(b).

(gg) "Debt" means any and all amounts and/or liabilities owing from time to time by Borrower or CFPFCD, as applicable, to any Person, including Lender, direct or indirect, liquidated or contingent, now existing or hereafter arising, including without limitation: (i) indebtedness for borrowed money; (ii) unfunded portions of commitments for money to be borrowed; (iii) the amounts of all standby and commercial letters of credit and bankers acceptances, matured or unmatured, issued on behalf of Borrower; and (iv) guaranties of the obligations of any other Person, whether direct or indirect, whether by agreement to purchase the indebtedness of any other Person or by agreement for the furnishing of funds to any other Person through the purchase or lease of goods, supplies or services (or by way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the indebtedness of any other Person, or otherwise.

(hh) "Default" means the occurrence of any of the events specified in Section 8.1, whether or not any requirement for notice or lapse of time has been satisfied.

(ii) “Development Expense Schedule” means the detailed line item cost breakdown of land costs, construction costs (hard costs) and all other related indirect development costs, including without limitation, interest expense, design and engineering costs, construction management, inspection and development fees, loan fees, expense payments and reimbursements, and costs for permits and approvals (soft costs) submitted to and approved by Disbursement Agent and Lender.

(jj) “Disbursement Account” means that certain account established by Borrower with Bank into which deposits shall be made from time to time in accordance with the CMDA and the other Loan Documents, which account is more particularly described in the Disbursement Account P&C Agreement.

(kk) “Disbursement Account P&C Agreement” means that certain Account Pledge and Control Agreement (Disbursement Account), dated as of the Effective Date, by and among Borrower, Bank, and Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(ll) “Disbursement Agent” means JPMorgan Chase Bank, N.A., a national banking association, in its capacity as “Disbursement Agent” under the CMDA, or any successor thereto appointed by Lender in accordance with the CMDA.

(mm) “Distribution Facility Purchase Agreement” means that certain Purchase Agreement by and between CFPFCD and Borrower, dated as of the Effective Date, pertaining to Borrower’s purchase of the Distribution Facility from CFPFCD for a purchase price of \$3,250,000, such purchase price to be paid on the Effective Date from proceeds of the Loans.

(nn) “Embargoed Person” has the meaning set forth in Section 4.11(c).

(oo) “Environmental Indemnity” means that certain Joint and Several Hazardous Substance Guaranty and Indemnification Agreement, dated as of Effective Date, given by Borrower and CFPFCD in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(pp) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder from time to time.

(qq) “Event of Default” has the meaning set forth in Section 8.1, *provided*, that any requirement for notice or lapse of time or any other condition precedent has been satisfied.

(rr) “Executive Order” has the meaning set forth in Section 4.11(c).

(ss) “Farmers’ Market Purchase Agreement” means that certain Purchase Agreement by and between CFPFCD and Borrower, dated as of November 4, 2013, pertaining to Borrower’s purchase of the Farmers’ Market from CFPFCD for a purchase price of \$2,320,579, such purchase price paid in the form of the Farmers’ Market Note.

(tt) “Farmers’ Market Note” means that certain Promissory Note, executed on November 4, 2013 by Borrower and payable to the order of CFPFCD, in the original principal amount of \$2,320,579, such amount to be paid on the Effective Date from proceeds of the Loans.

(uu) “Force Majeure” means strikes, lockouts, inability to procure materials (but not including changes in cost thereof), inability despite due diligence to obtain required permits, power failure, acts of God, actions or failures to act on the part of Governmental Authorities preventing performance, civil

commotion, fire, unavoidable casualty, unusually severe weather conditions which decrease the efficiency of construction by 50% or more, or other causes not caused by and beyond the control of the party performing an obligation hereunder; *provided*, that unless such party gives notice of the Force Majeure event to the other party to this Agreement describing the particulars of the Force Majeure event, including, but not limited to, the nature of the occurrence and its expected duration within 20 calendar days of the initial date of such event, then such event shall not constitute Force Majeure event hereunder.

(vv) "Foreign Assets Control Regulations" has the meaning set forth in Section 4.11(c).

(ww) "Fund" means Chase NMTC CAFFM Investment Fund, LLC, a Delaware limited liability company.

(xx) "Fund OA" means that certain Operating Agreement of Fund, dated as of the Effective Date, by CCE as the sole member and manager, as the same may be amended, restated, modified, or supplemented.

(yy) "Funding Agreement" means that certain Funding Agreement, dated as of the Effective Date, by and between the City and CFPFCD, as the same may be amended, restated, modified, or supplemented.

(zz) "Governmental Authority" means any, federal, state, local, municipal, or other governmental or quasi governmental authority or self regulatory organization of any nature (including any agency, authority, branch, department, board, commission, court, tribunal or other entity, instrumentality or body politic exercising governmental or quasi governmental powers) or exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, enforcement, regulatory or taxing authority or power.

(aaa) "Guaranty of P&C" means that certain Guaranty of Payment and Completion, dated as of the Effective Date, given by CFPFCD in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(bbb) "Hazardous Substance" has the meaning set forth in the Environmental Indemnity.

(ccc) "Improvements" means the new construction of a farmer's market and a wholesale distribution facility located on the Land pursuant to the Plans & Specifications, which, upon completion, will be used for the Intended Use, and all related improvements, equipment, and fixtures.

(ddd) "Incurred Expenditures" has the meaning set forth in Section 4.19.

(eee) "Indebtedness" means, collectively, all of Borrower's obligations under the Notes, including without limitation, all unpaid principal of and accrued and unpaid interest and premiums, if any, on each Note; all accrued and unpaid fees and all indebtedness, expenses, reimbursements and indemnities, including any recapture payments, of Borrower to Lender or any indemnified party under the Loan Documents; and any and all other present and future loans, extensions of credit, liabilities and/or obligations of every nature and kind whatsoever that Borrower may now or in the future owe to or incur in favor of Lender, pursuant to the Loan Documents.

(fff) "Intended Use" means the intended use of the Improvements and Property, specifically, a farmer's market and a wholesale distribution facility.

(ggg) "Land" means, collectively, those certain tracts of land located at 20733 Mifflin Road, Foley, Alabama 36535 (the "Farmers' Market") and 410 East Section Avenue, Foley, Alabama 36535 (the "Distribution Facility") (each as more particularly described in the Collateral Documents), on which the Improvements will be constructed.

(hhh) "Lease" or "Leases" means all leases, subleases, licenses, rental agreements and other agreements of any kind, whether oral or written, pursuant to which a party holds rights of occupancy of any of the Property, whether each is existing as of the Effective Date or at any time hereafter entered into, together with all guarantees of and security for any tenant's, subtenant's, lessee's or sublessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto.

(iii) "Lender Reserve Account" means that certain account established by Borrower with Bank into which certain proceeds of Loan A-2 and Loan B-2 will be deposited on the Effective Date to secure amounts due by Borrower to Lender under Section 5.6(a).

(jjj) "Lender Reserve Account P&C Agreement" means that certain Account Pledge and Control Agreement (Lender Reserve Account), dated as of the Effective Date, by and among Borrower, Bank and Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(kkk) "Lien" means, as applied to the property of any Person, any interest in such property securing an obligation owed by, or a claim made against, the Person, whether such interest is based on jurisprudence, statute or contract, and including, but not limited to, (i) the lien or security interest arising from a mortgage, mortgage deed, deed of trust, encumbrance, assignment, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes; (ii) any arrangement, express or implied, under which any property of such Person is transferred, sequestered or otherwise identified for the purpose of causing the same to act as security for the payment of any Debt or the performance of any other obligation in priority to the payment of the general unsecured creditors and/or subsequent creditors of such Person; or (iii) the filing of, or any agreement to give, any financing statement under the Uniform Commercial Code of any Governmental Authority or its equivalent in any jurisdiction. The term "Lien" will include reservations, exceptions, encroachments, easements, servitudes, usufructs, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property. For the purposes of this Agreement, Borrower will be deemed to be the owner of any property which it has accrued or holds subject to a conditional sale agreement, financing lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

(lll) "Loan" means any of Loan A-1, Loan A-2, Loan B-1 or Loan B-2, as the context requires.

(mmm) "Loans" means, collectively, Loan A-1, Loan A-2, Loan B-1 and Loan B-2.

(nnn) "Loan A-1" means that certain loan being made by Lender to Borrower in accordance with the terms of the Loan Documents on the Effective Date in the original principal amount of \$1,352,600. Loan A-1 is evidenced by, among other things, the Loan A-1 Note.

(ooo) "Loan A-2" means that certain loan being made by Lender to Borrower in accordance with the terms of the Loan Documents on the Effective Date in the original principal amount of \$4,597,800. Loan A-2 is evidenced by, among other things, the Loan A-2 Note.

(ppp) "Loan B-1" means that certain loan being made by Lender to Borrower in accordance with the terms of the Loan Documents on the Effective Date in the original principal amount of \$647,400. Loan B-1 is evidenced by, among other things, the Loan B-1 Note.

(qqq) "Loan B-2" means that certain loan being made by Lender to Borrower in accordance with the terms of the Loan Documents on the Effective Date in the original principal amount of \$1,402,200. Loan B-2 is evidenced by, among other things, the Loan B-2 Note.

(rrr) "Loan A-1 Note" means that certain QLICI Loan A-1 Note, executed on the Effective Date by Borrower and payable to the order of Lender, and any and all amendments, extensions, modifications, supplements, restatements, refinancings, substitutions or renewals thereto or thereof.

(sss) "Loan A-2 Note" means that certain QLICI Loan A-2 Note, executed on the Effective Date by Borrower and payable to the order of Lender, and any and all amendments, extensions, modifications, supplements, restatements, refinancings, substitutions or renewals thereto or thereof.

(ttt) "Loan B-1 Note" means that certain QLICI Loan B-1 Note, executed on the Effective Date by Borrower and payable to the order of Lender, and any and all amendments, extensions, modifications, supplements, restatements, refinancings, substitutions or renewals thereto or thereof.

(uuu) "Loan B-2 Note" means that certain QLICI Loan B-2 Note, executed on the Effective Date by Borrower and payable to the order of Lender, and any and all amendments, extensions, modifications, supplements, restatements, refinancings, substitutions or renewals thereto or thereof.

(vvv) "Loan Documents" means this Agreement, the Notes, CMDA, Collateral Documents, Environmental Indemnity, QALICB NMTC Indemnity, Closing Transfers Memorandum, Assignment Agreement, Funding Agreement, and all other instruments and documents, now existing or hereafter existing, executed by Borrower, CFPFCD, the City, and/or any other Person in connection with any Loan, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(www) "Material Adverse Effect" means, with respect to any Person, a material adverse effect upon such Person's business, assets, liabilities, condition (financial or otherwise), results of operations or business prospects. With respect to Borrower and CFPFCD, a "Material Adverse Effect" shall include, but not be limited to, a material adverse effect upon Borrower's or CFPFCD's ability to perform its obligations under the Loan Documents or upon the enforceability of such obligations against Borrower or CFPFCD.

(xxx) "Mortgage" means that certain Mortgage, Assignment of Rents and Leases and Fixture Filing, dated as of the Effective Date, made by Borrower to the trustee named therein, for the benefit of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time, together with the appropriate UCC-1 Financing Statements.

(yyy) "New Markets Tax Credits" or "NMTC" means the credits against federal income taxes under Section 45D of the Code.

(zzz) "New Markets Tax Credit Program" means the program of the Internal Revenue Service and the Community Development Financial Institutions Fund, a wholly-owned governmental corporation within the United States Department of Treasury, related to the tax credits able to be claimed pursuant to Section 45D of the Code.

(aaaa) "Note" means any of the Loan A-1 Note, Loan A-2 Note, Loan B-1 Note or Loan B-2 Note, as the context requires.

(bbbb) "Notes" means, collectively, the Loan A-1 Note, Loan A-2 Note, Loan B-1 Note and Loan B-2 Note.

(cccc) "OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury or any successor agency thereof.

(dddd) "Operating Accounts" means all bank accounts maintained by or for Borrower other than the Disbursement Account and the Lender Reserve Account.

(eeee) "Operating Budget" means the annual budget for the operation and management of the Property (including, but not limited to, capital expenditure projections for at least three years beyond the next fiscal year), as applicable, and prepared by a Person deemed acceptable to Lender in its sole and absolute discretion.

(ffff) "Patriot Act" has the meaning set forth in Section 4.11(a).

(gggg) "Permitted Encumbrances" has the meaning set forth in Section 6.2.

(hhhh) "Person" means any individual, sole proprietorship, general or limited partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, entity, party or government (whether territorial, national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof), or any other form of entity.

(iiii) "Plan" means any plan subject to Title IV of ERISA and maintained by Borrower, or any such plan to which Borrower is required to contribute on behalf of its employees.

(jjjj) "Plans & Specifications" means the final plans and specifications for the Improvements, including architectural drawings, engineering drawings, landscape drawings and all other plans and specifications, all as amended from time to time, subject to the terms of this Agreement.

(kkkk) "Program Manager" means HOAR Program Management, LLC, a Delaware limited liability company, the program manager selected by Borrower to supervise construction of the Improvements.

(llll) "Prohibited Person" means any Person (i) listed in the Annex to the Executive Order or identified pursuant to Section 1 of the Executive Order; (ii) that is owned or controlled by, or acting for or on behalf of, any Person listed in the Annex to the Executive Order or identified pursuant to the provisions of Section 1 of the Executive Order; (iii) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-laundering law, including the Executive Order; (iv) who commits, threatens, conspires to commit, or support "terrorism" as defined in the Executive Order; (v) who is named as a "Specially designated national or blocked person" on the most current list published by the OFAC at its official website, at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf> or any replacement website or other replacement official publication of such list; or (vi) who is owned or controlled by a Person listed above in clause (iii) or (v).

(mmmm) "Projections" means the financial projections, dated as of the Effective Date and certified by Novogradac & Company LLP, issued in connection with the transactions contemplated in the Loan Documents.

(nnnn) "Project" means the construction of the Improvements.

(oooo) "Project Budget" means the budget for Project, including, without limitation, all items on the Development Expense Schedule. The applicable page(s) of the Projections evidencing the Project Budget are attached hereto as Exhibit B.

(pppp) "Property" means the Land and the Improvements.

(qqqq) "Punch List Items" means details of construction, decoration and mechanical and electrical adjustment which in the aggregate are minor in character and do not materially interfere with the operation of the affected portions of the Improvements for the Intended Use.

(rrrr) "QALICB NMTC Indemnity" means that certain QALICB Indemnification Agreement, dated as of the Effective Date, by and among Borrower and CFPFCD (as the "Indemnitors" thereunder) and Bank, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

(ssss) "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

(tttt) "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

(uuuu) "Sanctioned Person" means, at any time, (i) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (ii) any Person operating, organized or resident in a Sanctioned Country or (iii) any Person controlled by any such Person.

(vvvv) "Solvent" means, when used with respect to any Person on a particular day, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including without limitation, contingent liabilities, of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the ordinary course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts and liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all of the facts and circumstances existing at such time, represents the amount that can be reasonably expected to become an actual or matured liability.

(www) "Substantially Complete" mean the full completion of the Improvements except for Punch List Items and minor items that do not materially interfere with the full operation of all of the Intended Use of the Property.

(xxxx) "Term Sheet" means that certain Chase New Markets Tax Credit Group NMTC Equity Investment Term Sheet, dated March 10, 2014, by and among CCE, Allocatee, Borrower and CFPFCD, as amended by each of the parties' agreement to the terms set forth in that certain email from counsel from CCE dated April 26, 2014 with the subject line "CAFFM – amendment to Term Sheet; next steps."

(yyyy) "Trading With the Enemy Act" has the meaning set forth in Section 4.11(c).

(zzzz) "UCC" means the Uniform Commercial Code as adopted by the State in which the Project is located or the State in which any collateral of Borrower or CFPFCD (including without limitation the Collateral) is located, as applicable, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time.

(aaaa) "United Line of Credit" means that certain line of credit being extended by United Bank to CFPFCD in the aggregate principal amount of \$400,000 on August 12, 2013.

(bbbb) "United Line of Credit Documents" means all loan or credit agreements, promissory notes (including but not limited to the United Line of Credit Promissory Note), indemnity agreements, guaranty agreements, and all other instruments and documents, now existing or hereafter existing, executed by Borrower, CFPFCD, the City, and/or any other Person in connection with the United Line of Credit, as the same may be amended, assigned, restated, modified, or supplemented from time to time in accordance with Section 5.22.

(cccc) "United Line of Credit Promissory Note" means that certain Promissory Note, dated as of October 4, 2013 and with a maturity date of October 4, 2014, by CFPFCD in favor of United Bank in the original principal amount of \$400,000.

Section 1.3 Accounting Terms. Unless otherwise specified herein, all accounting terms used herein will be interpreted, all accounting determinations hereunder will be made, and all financial statements required to be delivered hereunder will be prepared in accordance with generally accepted accounting principles as in effect from time to time, on a basis consistent (except for changes approved by independent public accountants for Borrower) with the most recent audited financial statements of Borrower.

ARTICLE 2 THE CREDIT

Section 2.1 Loans.

(a) *Agreement*. Subject to and upon the terms and conditions contained in this Agreement and the Notes and relying on the representations and warranties contained in the Loan Documents, Lender agrees to make the Loans to Borrower on the Effective Date.

(b) *Terms of Notes*. The terms of each Note are incorporated herein by reference, including, but not limited to, Section 4 (Interest Rate), Section 5 (Payment), Section 6 (Prepayment), and Section 15 (Usury Savings) thereof.

(c) *Single Advance*. On the Effective Date, the entire proceeds of the Loans shall be advanced and deposited into the Disbursement Account.

Section 2.2 Disbursements. On the Effective Date, certain proceeds of the Loans shall be disbursed out of the Disbursement Account by Disbursement Agent as reflected in the Closing Transfers

Memorandum. Funds thereafter remaining in the Disbursement Account shall be disbursed by Disbursement Agent to Borrower (or directly to payees) in accordance with this Agreement and the CMDA.

Section 2.3 Business Days. If the date for any advance, payment, or disbursement hereunder falls on a day which is not a Business Day, then for all purposes of this Agreement the same shall be deemed to have fallen on the next following Business Day, and such extension of time shall in such case be included in the computation of payments of interest.

Section 2.4 Use of Proceeds. Borrower shall use the proceeds of the Loans solely to (a) pay or reimburse itself or CFPFCD for predevelopment and other costs (including, without limitation, fees and expenses) paid prior to the Effective Date in connection with the Improvements (as reflected in the Closing Transfers Memorandum) or the transactions contemplated by the Loan Documents, (b) pay the purchase price to acquire the Distribution Facility pursuant to the Distribution Facility Purchase Agreement, (c) pay the Farmers' Market Note in full pursuant to the Farmers' Market Purchase Agreement, (d) pay for hard and soft costs incurred in connection with the Improvements on and after the Effective Date in accordance with this Agreement and the CMDA, and (e) establish and fund the Lender Reserve Account.

Section 2.5 Method of Payment. All payments on the Loans shall be made, without setoff, deduction, or counterclaim, in immediately available funds to Lender.

ARTICLE 3 SECURITY FOR THE INDEBTEDNESS

Section 3.1 Security. The Indebtedness shall be secured by the Collateral, which includes all property of Borrower of whatever nature. In furtherance thereof, Borrower shall assign to Lender or grant to Lender security interests in the Collateral, as the case may be, by (without limitation) the following documents and instruments:

(a) that certain Architect's Agreement and Consent to Assignment of Contract and Plans, dated as of the Effective Date, by Architect in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time;

(b) Assignment of Contracts;

(c) CFPFCD Reserve Account P&C Agreement;

(d) that certain Construction Manager's Agreement and Consent to Assignment of Contract, dated as of the Effective Date, by Construction Manager in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time;

(e) Disbursement Account P&C Agreement;

(f) Guaranty of P&C;

(g) Lender Reserve Account P&C Agreement;

(h) Mortgage;

(i) that certain Program Manager's Agreement and Consent to Assignment and Collateral Assignment of Contract, dated as of the Effective Date, by Program Manager in favor of Lender, as the same may be amended, assigned, restated, modified, or supplemented from time to time;

(j) UCC-1 Financing Statements filed with the appropriate Governmental Authorities, and recorded among the appropriate land records, as the same may be amended, assigned, restated, modified, or supplemented from time to time; and

(k) any other instruments required by Lender from time to time to better or more completely establish or perfect Lender's security interests in the Collateral, as the same may be amended, assigned, restated, modified, or supplemented from time to time.

Collectively, the agreements referenced in this Section 3.1 are referred to herein as the "Collateral Documents."

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into the Loan Documents, Borrower represents and warrants to Lender (which representations and warranties will survive the extensions of credit under this Agreement) that:

Section 4.1 Existence, Power and Authorization.

(a) Borrower (i) is a nonprofit corporation, duly formed, legally existing and in good standing under the laws of the State of its formation; (ii) is duly authorized and empowered to execute, deliver and perform the Loan Documents to which it is a party; (iii) has duly and effectively taken all actions requisite for the due execution of the Loan Documents to which it is a party; (iv) does not need to obtain the consent or approval of any other Person, including without limitation, any Governmental Authority and/or any existing creditors of Borrower, that has not already been obtained to be able to execute, deliver and perform its obligations under the Loan Documents to which it is a party; (v) has reviewed the Loan Documents with its counsel and has had the opportunity to discuss the provisions thereof with Lender and Disbursement Agent prior to execution; (vi) acknowledges and agrees that the Loan Documents to which it is a party constitute valid and binding obligations of Borrower, enforceable in accordance with their terms (except that enforcement may be subject to any applicable bankruptcy, insolvency or applicable laws generally affecting the enforcement of creditors' rights); and (vii) Borrower is in compliance with all of the affirmative and negative covenants contained in the Loan Documents to which it is a party.

(b) CFPFCD (i) is a public corporation, duly formed, legally existing and in good standing under the laws of the State of its formation; (ii) is duly authorized and empowered to execute, deliver and perform the Loan Documents to which it is a party; (iii) has duly and effectively taken all actions requisite for the due execution of the Loan Documents to which it is a party; (iv) does not need to obtain the consent or approval of any other Person, including without limitation, any Governmental Authority and/or any existing creditors of CFPFCD, that has not already been obtained to be able to execute, deliver and perform its obligations to under the Loan Documents to which it is a party; (v) has reviewed the Loan Documents with its counsel and has had the opportunity to discuss the provisions thereof with Lender and Disbursement Agent prior to execution; (vi) acknowledges and agrees that the Loan Documents to which it is a party constitute valid and binding obligations of CFPFCD, enforceable in accordance with their terms (except that enforcement may be subject to any applicable bankruptcy, insolvency or applicable

laws generally affecting the enforcement of creditors' rights); and (vii) CFPFCD is in compliance with all of the affirmative and negative covenants contained in the Loan Documents to which it is a party.

Section 4.2 No Legal Bar or Resultant Lien.

(a) Borrower's execution, delivery and performance of the Loan Documents does not and will not violate (i) any provisions of Borrower's organizational documents, (ii) any other contract, indenture or agreement to which Borrower is a party or by which any of its property may be bound, or (iii) any material provision of law, regulation, order, injunction, judgment, decree or writ to which Borrower or any of its property is subject. Further, the Loan Documents will not result in or require the creation or imposition of any Lien upon any property now owned or hereafter acquired by Borrower other than as contemplated by the Loan Documents.

(b) CFPFCD's execution, delivery and performance of the Loan Documents does not and will not violate (i) any provisions of CFPFCD's organizational documents, (ii) any other contract, indenture or agreement to which CFPFCD is a party or by which any of its property may be bound, or (iii) any material provision of law, regulation, order, injunction, judgment, decree or writ to which CFPFCD or any of its property is subject. Further, the Loan Documents will not result in or require the creation or imposition of any Lien upon any property now owned or hereafter acquired by CFPFCD other than as contemplated by the Loan Documents.

Section 4.3 Financial Condition; Solvency; Other Information.

(a) Borrower represents and warrants the following to Lender and Disbursement Agent:

(i) All financial statements of Borrower (if any) delivered to Lender or Disbursement Agent: (A) are true, correct and complete in all material respects and (B) fairly and accurately present the financial condition of the parties for whom such financial statements were submitted as of the date of such financial statements, and there are no contingent liabilities not disclosed thereby that had or could reasonably be expected to have a Material Adverse Effect on or to Borrower.

(ii) Since the close of the period covered by the latest financial statements delivered to Lender or Disbursement Agent with respect to Borrower (if applicable), no event has occurred that has caused or could reasonably be expected to cause a Material Adverse Effect on or to Borrower.

(iii) As of the Effective Date, no condition exists or, to the knowledge of Borrower, is threatened, that could reasonably be expected (A) to cause a Material Adverse Effect on or to Borrower or (B) to cause a Default or an Event of Default under this Agreement or any other Loan Document to which Borrower is a party.

(iv) Borrower (A) is Solvent and (B) after consummation of the transactions contemplated by the Loan Documents (including the making of the Loans), and after giving effect to all obligations incurred by Borrower in connection herewith, will be Solvent.

(v) All information, reports, papers and data given to Lender or Disbursement Agent by Borrower pursuant to the Loan Documents and in connection with Borrower's application for the Loans are accurate and correct in all material respects.

(vi) All financial projections given to Lender or Disbursement Agent by Borrower were prepared in good faith based on facts and circumstances existing at the time of preparation and were accurate in all material respects. No information, exhibit or report furnished by Borrower to Lender or Disbursement Agent in connection with the negotiation of the Loan Documents contains any material misstatement of fact or fails to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

(vii) Borrower owes no outstanding Debt other than (A) the Indebtedness to Lender under the Loan Documents and (B) such other permissible Debt as set forth in Section 6.1.

(viii) Borrower has determined that its reasonable working capital needs, based on its projected cash flow, are an amount equal to up to 12 months of operating expenses, and such amount shall be retained by Borrower on the Effective Date. This working capital is intended to be used for operations and improvements to the Project within 12 months of the Effective Date.

(ix) The fair market value of the Property, after the Completion of the Improvements, is not expected to be less than the aggregate amount of all indebtedness secured by the Property.

(x) Borrower reasonably expects that it will have sufficient sources of funds to complete the construction of the Project. The original aggregate principal amount of the Loans and all other sources of funds do not exceed the Development Expense Schedule incurred or to be incurred by Borrower to construct the Project.

(b) CFPFCD represents and warrants the following to Lender and Disbursement Agent:

(i) All financial statements of CFPFCD delivered to Lender or Disbursement Agent: (A) are true, correct and complete in all material respects and (B) fairly and accurately present the financial condition of the parties for whom such financial statements were submitted as of the date of such financial statements, and there are no contingent liabilities not disclosed thereby that had or could reasonably be expected to have a Material Adverse Effect on or to CFPFCD.

(ii) Since the close of the period covered by the latest financial statements delivered to Lender or Disbursement Agent with respect to CFPFCD, no event has occurred that has caused or could reasonably be expected to cause a Material Adverse Effect on or to CFPFCD.

(iii) As of the Effective Date, no condition exists or, to the knowledge of CFPFCD, is threatened, that could reasonably be expected (A) to cause a Material Adverse Effect on or to CFPFCD or (B) to cause a Default or an Event of Default under this Agreement or any other Loan Document to which CFPFCD is a party.

(iv) CFPFCD (A) is Solvent and (B) after consummation of the transactions contemplated by the Loan Documents, and after giving effect to all obligations incurred by CFPFCD in connection herewith, will be Solvent.

(v) All information, reports, papers and data given to Lender or Disbursement Agent by CFPFCD pursuant to the Loan Documents and in connection with CFPFCD's application for the Loans are accurate and correct in all material respects.

(vi) All financial projections given to Lender or Disbursement Agent by CFPFCD were prepared in good faith based on facts and circumstances existing at the time of preparation and were accurate in all material respects. No information, exhibit or report furnished by

CFPFCD to Lender or Disbursement Agent in connection with the negotiation of the Loan Documents contains any material misstatement of fact or fails to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

(vii) CFPFCD owes no outstanding Debt other than the indebtedness reflected in the financial statements provided to Lender in accordance with this Agreement. In addition, CFPFCD has executed the Guaranty of P&C, pursuant to which CFPFCD has, among other things, guaranteed the payment and performance of the Guaranteed Obligations (as defined therein).

Section 4.4 Taxes and Governmental Charges.

(a) Borrower has filed all federal, state and any other tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon it or upon its property or income which are due and payable, including interest and penalties, or has provided adequate reserves for the payment thereof.

(b) CFPFCD has filed all federal, state and any other tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon it or upon its property or income which are due and payable, including interest and penalties, or has provided adequate reserves for the payment thereof.

Section 4.5 Defaults.

(a) Borrower is not in default under any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound, including without limitation, the Construction Documents, which default had or could reasonably be expected to have a Material Adverse Effect on or to it.

(b) CFPFCD is not in default under any indenture, mortgage, deed of trust, agreement or other instrument to which it is a party or by which it is bound, including without limitation, the Construction Documents, which default had or could reasonably be expected to have a Material Adverse Effect on or to it.

Section 4.6 Compliance with the Law.

(a) Borrower (i) is not in violation of any law, judgment, decree, order, ordinance, or governmental rule or regulation to which it or its property is subject and (ii) except as otherwise set forth in this Agreement, has obtained each license, permit, franchise and/or other governmental authorization necessary to the ownership of any of its property or the conduct of its business; in each case, which violation or failure had or could reasonably be expected to have a Material Adverse Effect on or to it.

(b) CFPFCD (i) is not in violation of any law, judgment, decree, order, ordinance, or governmental rule or regulation to which it or its property is subject and (ii) except as otherwise set forth in this Agreement, has obtained each license, permit, franchise and/or other governmental authorization necessary to the ownership of any of its property or the conduct of its business; in each case, which violation or failure had or could reasonably be expected to have a Material Adverse Effect on or to it.

Section 4.7 ERISA.

(a) Borrower is in compliance in all material respects with the applicable provisions of ERISA, and no "reportable event", as such term is defined in Section 4043 of ERISA, has occurred with respect to any Plan of Borrower.

(b) CFPFCD is in compliance in all material respects with the applicable provisions of ERISA, and no "reportable event", as such term is defined in Section 4043 of ERISA, has occurred with respect to any Plan of CFPFCD.

Section 4.8 Title to Collateral.

(a) Borrower (i) has good and merchantable title to the Collateral, free of all liens and encumbrances except Permitted Encumbrances and (ii) except as otherwise set forth in this Agreement, has not conveyed or agreed to convey or encumber any Collateral in any way except in favor of Lender pursuant to the Loan Documents.

(b) The Property has, or will have prior to the Completion of the Improvements, all necessary rights-of-way, easements and servitudes for ingress and egress to a public street.

Section 4.9 Environmental Matters.

(a) Borrower represents and warrants the following to Lender and Disbursement Agent: (i) to the best of its knowledge, information and belief, no part of the Land constitutes "wetlands", as such term is defined by applicable federal law and no permit is needed for the Project from the U.S. Army Corps of Engineers or any other Governmental Authority not disclosed in writing to Lender and Disbursement Agent; (ii) except as may be set forth in the Environmental Indemnity, it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of Hazardous Substances at, upon, under or within the Land; and (iii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause Contamination at, upon, under or within the Land or on any contiguous real estate.

(b) CFPFCD represents and warrants the following to Lender and Disbursement Agent: (i) to the best of its knowledge, information and belief, no part of the Land constitutes "wetlands", as such term is defined by applicable federal law and no permit is needed for the Project from the U.S. Army Corps of Engineers or any other Governmental Authority not disclosed in writing to Lender and Disbursement Agent; (ii) except as may be set forth in the Environmental Indemnity, it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of Hazardous Substances at, upon, under or within the Land; and (iii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause Contamination at, upon, under or within the Land or on any contiguous real estate.

Section 4.10 Governmental Requirements. The Property is in compliance with all current governmental requirements affecting the Property, including, without limitation, zoning and land use regulations, building codes and all restrictions and requirements imposed by applicable Governmental Authorities with respect to the Improvements and the Intended Use of the Property.

Section 4.11 Patriot Act Representations and Covenants; Anti-Corruption Laws and Sanctions.

(a) *Notification.* Lender hereby notifies Borrower that pursuant to the requirements of Section 326 of the USA Patriot Act of 2001 31 U.S.C. Section 5318 (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name

and address of the Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

(b) *Government Regulation.* Borrower shall not (i) be or become subject at any time to any law, regulation, or list of any Governmental Authority (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (ii) fail to provide documentary and other evidence of Borrower's identity as may be requested by Lender at any time to enable Lender to verify Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the Patriot Act.

(c) *Representations.*

(i) Neither Borrower nor, to the knowledge of Borrower, any of its respective Affiliates over which Borrower exercises management control (each, a "Controlled Affiliate") is a Prohibited Person, and Borrower and, to the knowledge of Borrower, such Controlled Affiliates are in compliance with all applicable orders, rules and regulations of OFAC.

(ii) Neither Borrower nor, to the knowledge of Borrower, any of its respective Affiliates: (A) is targeted by United States or multilateral economic or trade sanctions currently in force; (B) is owned or controlled by, or acts on behalf of, any Person that is targeted by United States or multilateral economic or trade sanctions currently in force; (C) is a Prohibited Person; or (D) is named, identified or described on any list of Persons with whom United States Persons may not conduct business, including any such blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other such lists published or maintained by the United States, including OFAC, the United States Department of Commerce or the United States Department of State.

(iii) None of Borrower's assets constitute property of, or are beneficially owned, directly or indirectly, by any Person targeted by economic or trade sanctions under Federal law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. (the "Trading With the Enemy Act"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which includes, without limitation, (A) Executive Order No. 13224, effective as of September 24, 2001, and relating to Blocking Property and Prohibiting Transaction With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (B) the Patriot Act, if the result of such ownership would be that any Loan made by Lender would be in violation of law ("Embargoed Person"); (C) no Embargoed Person has any interest of any nature whatsoever in Borrower if the result of such interest would be that such Loan would be in violation of law; (D) Borrower has not engaged in business with Embargoed Persons if the result of such business would be that any Loan made by Lender would be in violation of law; and (E) neither Borrower nor any Controlled Affiliate (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (F) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation is true or a covenant is being complied with under this Section 4.11(c)(iii), Borrower shall not be required to make any investigation into (1) the ownership of publicly traded stock or other publicly traded securities or (2) the beneficial ownership of any collective investment fund.

(d) *Anti-Corruption Laws and Sanctions.* Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by Borrower, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Borrower, its Affiliates and their respective officers and employees and to the knowledge of the Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) Borrower, CFPFCD, any Affiliate or any of their respective directors, officers or employees, or (ii) to the knowledge of Borrower, any agent of Borrower or any Affiliate that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.12 New Markets Tax Credit Program Representations and Warranties. Borrower's representations and warranties contained in the Addendum are incorporated into this Agreement in full.

Section 4.13 Litigation.

(a) No litigation or proceedings are pending, or to the best of Borrower's knowledge are threatened, against Borrower which had or could reasonably be expected to have a Material Adverse Effect on or to it. Without limiting the foregoing, there are no pending or, to the best of Borrower's knowledge, threatened proceedings or actions to revoke, invalidate, rescind or modify any building or other permits heretofore issued with respect to the Property.

(b) No litigation or proceedings are pending, or to the best of CFPFCD's knowledge are threatened, against CFPFCD which had or could reasonably be expected to have a Material Adverse Effect on or to it. Without limiting the foregoing, there are no pending or, to the best of CFPFCD's knowledge, threatened proceedings or actions to revoke, invalidate, rescind or modify any building or other permits heretofore issued with respect to the Property.

Section 4.14 Plans & Specifications. To the best of Borrower's knowledge, the Plans & Specifications comply in all material respects (and the Improvements, when completed in accordance with the Plans & Specifications, will comply in all material respects) with all applicable federal, state and local laws, statutes, codes, ordinances, orders, rules, and regulations and interpretations thereof, including those relating to erosion control, land use and development, subdivision of property, environmental matters, zoning, fire safety, and structural, architectural or other features of buildings or other improvements to property or the uses thereof (including those regulating or requiring access or special facilities for disabled persons).

Section 4.15 Improvements. To the best of Borrower's knowledge, neither the Improvements nor the Intended Use of the Property will violate (a) any applicable federal, state or local law, statute, code, ordinance, order, rule, or any regulation or interpretation thereof, or (b) any zoning, land use or historical site plans, approvals or other requirements, building permits, restrictions of record, or any agreement affecting the Improvements or any part thereof, including without limitation, the Construction Documents and any Lease. Without limiting the foregoing, all authorizations, approvals, consents, licenses, permits, exemptions of, registrations and filings with, and reports to a Governmental Authority required to complete the Project in accordance with the Plans & Specifications have been obtained prior to the commencement of any work for which such Governmental Approval is required. All permits and licenses required for the operation of the Property that cannot be obtained until the Improvements are completed can be obtained if the Improvements are completed in accordance with the Plans & Specifications.

Section 4.16 Change Orders. Borrower has provided copies of all change orders (if any) permitting changes to the Plans & Specifications approved by Borrower or any other Person on or before the Effective Date.

Section 4.17 Reaffirmations. Each request for a disbursement of the proceeds of the Loans under the CMDA shall constitute an express representation, warranty and affirmation to Lender and Disbursement Agent, as of the date of each such request, that each of the representations and warranties of this Article 4 are true and correct in all materials aspects as of the date of each such request and on the date of the actual disbursement of proceeds of the Loans, except as may be otherwise disclosed to Lender and Disbursement Agent in writing.

Section 4.18 Margin Stock. No portion of the Loans is being made for the purpose of purchasing or carrying "margin stock" within the meaning of Regulations G, T, U or X issued by the Board of Governors of the Federal Reserve System.

Section 4.19 Incurred Expenditures. CFPFCD has made or incurred expenditures (a) between October 28, 2013 and the Effective Date, inclusive, in an amount not less than \$283,109 in connection with, and directly related to, the development of the Farmers' Market and (b) between November 11, 2013 and the Effective Date, inclusive, in an amount not less than \$500,000 in connection with, and directly related to, the development of the Distribution Facility (collectively, the "Incurred Expenditures"). At the time the Incurred Expenditures were incurred, CFPFCD intended and expected to be reimbursed for part of the Incurred Expenditures from the proceeds of the Loans. Borrower has benefitted from the Incurred Expenditures, and intends to reimburse CFPFCD \$460,225 of such Incurred Expenditures out of the proceeds of the Loans, with the difference between the Incurred Expenditures and such reimbursed amount (*i.e.*, \$322,884) to be treated as an in-kind contribution from CFPFCD to Borrower. Borrower and/or CFPFCD has detailed accounting records, including, without limitation, invoices, receipts, checks, and other payments, to substantiate in full the Incurred Expenditures. Disbursement Agent, CCE and Fund are third party beneficiaries of this Section 4.19.

ARTICLE 5 AFFIRMATIVE COVENANTS

Unless the prior written consent to the contrary is obtained from Lender (which consent may be granted or withheld in Lender's sole and absolute discretion), Borrower will at all times comply with the covenants contained in this Article 5, from the Effective Date and for so long as any part of the Indebtedness is outstanding.

Section 5.1 Performance of Obligations. Borrower will repay each Loan in accordance with the Loan Documents. Each of Borrower and CFPFCD will do and perform every act required of it under the applicable Loan Documents at the time or times and in the manner specified in the Loan Documents.

Section 5.2 Financial Statements and Reports; Tax Returns; NMTC Reports. Borrower will deliver, or cause to be delivered, to Lender (unless otherwise noted):

(a) *Borrower's Quarterly Financial Statements*. As soon as available and in any event within 60 calendar days after the end of each fiscal calendar quarter of Borrower, Borrower's internally prepared statements of financial position and related statements of activities and cash flows for that quarter and year-to-date, certified correct by the chief financial officer of Borrower.

(b) *Borrower Annual Financial Statements*. (i) As soon as available and in any event within 90 calendar days after the end of each fiscal year of Borrower, Borrower's audited statement of financial

position and related statements of activities and cash flows as of the end of and for such year, together with an unqualified opinion of an independent public accountant acceptable to Lender; and (ii) as soon as available and in any event within 60 calendar days after the end of each fiscal year of Borrower, Borrower's internally prepared annual statements of financial position and related statements of activities and cash flows as of the end of and for such year, certified correct by the chief financial officer of Borrower. At least 15 calendar days prior to the deadline set forth in subsection (i), Borrower will deliver its draft audited statements to Lender.

(c) *Borrower Tax Returns.* As soon as available and in any event within 90 calendar days after the end of each fiscal year, copies of federal income tax returns, with all supporting schedules, of Borrower (if applicable) for the prior fiscal year, *provided*, if Borrower files for an extension of time to file a tax return, it will deliver to the Lender (i) within 15 calendar days of filing, a copy of such extension, and (ii) as soon as available and in any event within 15 calendar days of the earlier of filing its tax return for the prior fiscal year or the extended due date, a copy of its filed tax return. In addition, as soon as available and in any event within 90 calendar days after the end of each fiscal year, copies of the Form 990 of Borrower.

(d) *CFPFCD's Quarterly Financial Statements.* As soon as available and in any event within 60 calendar days after the end of each fiscal calendar quarter of CFPFCD, CFPFCD's internally prepared statements of financial position and related statements of activities and cash flows for that quarter and year-to-date, certified correct by the chief financial officer of CFPFCD.

(e) *CFPFCD Annual Financial Statements.* (i) As soon as available and in any event within 90 calendar days after the end of each fiscal year of CFPFCD, CFPFCD's audited statements of financial position and related statements of activities and cash flows as of the end of and for such year, together with an unqualified opinion of an independent public accountant acceptable to Lender; and (ii) as soon as available and in any event within 60 calendar days after the end of each fiscal year of CFPFCD, CFPFCD's internally prepared annual statements of financial position and related statements of activities and cash flows as of the end of and for such year, certified correct by the chief financial officer of CFPFCD. At least 15 calendar days prior to the deadline set forth in subsection (i), CFPFCD will deliver its draft audited statements to Lender.

(f) *CFPFCD Tax Returns.* As soon as available and in any event within 90 calendar days after the end of each fiscal year, copies of federal income tax returns, with all supporting schedules, of CFPFCD for the prior fiscal year, *provided*, if CFPFCD files for an extension of time to file a tax return, it will deliver to the Lender (i) within 15 calendar days of filing, a copy of such extension, and (ii) as soon as available and in any event within 15 calendar days of the earlier of filing its tax return for the prior fiscal year or the extended due date, a copy of its filed tax return. In addition, as soon as available and in any event within 90 calendar days after the end of each fiscal year, copies of the Form 990 of CFPFCD.

(g) *Compliance Certificates; Leases.* (i) Not later than January 15 of each year, a NMTC program compliance certificate substantially in the form as Attachment 1 to the Addendum, (ii) within 20 calendar days after the end of each *fiscal quarter* of Borrower, (A) a QALICB questionnaire substantially in the form as Exhibit C and (B) copies of all Leases and all amendments and modifications to Leases executed during the preceding fiscal quarter (including all Leases and amendments and modifications to Leases deemed consented to by Lender in accordance with Section 6.3(c) and (d)), and (iii) within 20 calendar days after the end of each *fiscal year* of Borrower, an annual New Market Tax Credit Program Construction Contractor and Subcontractor Survey with respect to each contractor logging billable hours attributable to work on the Project substantially in the form attached as Exhibit D to the extent that each such contractor or subcontractor cooperates with Borrower in providing the information necessary to complete such survey; *provided*, that if after good faith efforts by Borrower, any

such contractor does not so cooperate, Borrower shall identify such contractor or subcontractor in writing to Lender.

(h) *Litigation and Disputes.* Not later than 60 calendar days after the end of each fiscal year of Borrower, a status report of any and all litigation or disputes threatened or instituted against or affecting Borrower, CFPFCD, the Project or Property, including, but not limited to, such litigation or disputes that fall within the scope of Section 5.10.

(i) *NMTC Reports.* Promptly upon the reasonable request of Lender and in any event within 15 Business Days of such request, all information, reports and certifications required from Borrower and/or CFPFCD from time to time by Lender as Lender deems reasonably necessary to demonstrate compliance with any law, regulation or other guidance applicable to the New Markets Tax Credit Program, as such reporting requirements may change from time to time, including without limitation, (i) Section 45D of the Code and the treasury regulations and guidance issued pursuant to Section 45D of the Code and (ii) all information as specified in the Addendum and Attachment 1 thereto.

(j) *Local Taxes.* As soon as available and in any event within 90 calendar days after the end of each calendar year, a schedule of all local taxes paid by Borrower during such calendar year (including, without limitation, sales/use tax, lodging tax, beverage tax, tourism tax and property tax), along with proof of payment.

(k) *Operating Budget.* Not later than 30 days prior to the start of each fiscal year of Borrower, Borrower will submit the Operating Budget for such fiscal year.

(l) *Borrower's Insurance Policies.* As soon as available and in any event within 60 calendar days after the end of each fiscal year of Borrower, a listing of insurance policies providing coverage for the Property, detailing the type, level of coverage, deductibles, insurance carrier, and term, along with the current Acord certificates showing the same.

(m) *Form 1023.* As soon as available and in any event within 15 calendar days after submission to or receipt from the Internal Revenue Service, as applicable, all correspondence or materials relating to Borrower's Form 1023, Application for Recognition of Exemption Under Section 501(c)(3).

(n) *Community Benefits Agreement.* In accordance with Section 5 of the Community Benefits Agreement, on or before January 31 of each year starting in 2015, Borrower will provide an annual Community Benefits Report to Lender in the form attached as Exhibit B to the Community Benefits Agreement.

(o) *Additional Information.* Promptly upon the reasonable request of Lender and in any event within 15 Business Days of such request, such other information regarding the business and affairs and financial condition of Borrower and/or CFPFCD as Lender may reasonably request. Upon the occurrence and continuance of an Event of Default, Borrower acknowledges and agrees that Lender may contact any third party, including, without limitation, any lien holders on any collateral, any insurance company insuring any collateral, and any financial institution with which Borrower maintains a loan or depository relationship, to obtain information relating to the ownership, use, operation, maintenance or construction of the collateral. Borrower hereby authorizes each such third party to release such information to Lender and agrees to execute any documents reasonably requested by Lender to enable Lender to obtain such information.

(p) *GAAP*. All balance sheets, other financial reports, and budgets referred to in this Section 5.2 shall be in such detail as Lender may reasonably request and will conform to generally accepted accounting principles applied on a consistent basis.

Section 5.3 Taxes and Other Liens. Borrower will pay and discharge (or bond over) promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or upon the Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, would have or could reasonably be expected to have a Material Adverse Effect on or to Borrower or CFPFCD, and might become a Lien upon any or all of the Property; *provided*, that Borrower will not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof is contested in good faith by appropriate proceedings diligently conducted and Borrower sets up adequate reserves for the same in accordance with generally accepted accounting principles and meets all bonding or deposit requirements therefor. If requested by Lender, Borrower will furnish Lender with proof of payment acceptable to Lender of all taxes, assessments, charges, levies or claims not later than the date on which penalties or Liens might attach thereto. In the event that Borrower contests any such taxes, assessments, charges, levies or claims in accordance with this Section 5.3, if requested by Lender, Borrower will furnish Lender with a reasonably detailed, written description of the contested matter and all actions taken by Borrower in connection with such contest.

Section 5.4 Maintenance of Existence and Property.

- (a) Borrower will maintain its corporate existence and rights.
- (b) CFPFCD will maintain its corporate existence and rights.
- (c) Borrower will maintain the Property in good order and condition at all times and make all repairs, replacements, additions, betterments and improvements to the Property to the extent necessary to keep the Property in full operation and in neat, clean and secure condition.

Section 5.5 Further Assurances. Borrower will promptly (and in no event later than 30 calendar days after notice from Lender is received) cure any defects in the creation, execution and delivery of the Loan Documents. Borrower, at its expense, will promptly execute and deliver to Lender upon request all such other and further documents, agreements and instruments in compliance with or accomplishment of the covenants and agreements of Borrower in the Loan Documents, or to correct any omissions in the Loan Documents, or more fully state the security obligations set out herein or in any of the Loan Documents.

Section 5.6 Payment/Reimbursement of Lender's and Fund's Fee and Expenses.

(a) *Lender's Fees and Expenses*.

(i) On the Effective Date, Borrower shall use a portion of the proceeds of Loan A-2 and Loan B-2 to establish and fund the Lender Reserve Account in the amount of \$168,000 and such account shall be pledged to Lender pursuant to the Lender Reserve Account P&C Agreement. Funds from the Lender Reserve Account shall be used to pay the Asset Management Fee as set forth below, and such funds shall be released in accordance with the Lender Reserve Account P&C Agreement.

(ii) Borrower shall pay to Lender an asset management fee (the "Asset Management Fee") in the amount of \$34,000 each year through the Maturity Date (as that term is defined in any of the Notes); *provided, however*, such amount shall be \$44,000 in 2021 and \$24,000 in 2022. Commencing September 1, 2014, the Asset Management Fee shall be paid quarterly in

equal installments on the first day of each March, June, September, and December of each year; provided however that the quarterly payment amounts due in the years 2021 and 2022 shall be invoiced by Lender. Up to \$24,000 per year of the Asset Management Fee shall be paid by from the Lender Reserve Account to the extent funds are available; all remaining amounts due and owing for the Asset Management Fee shall be invoiced by or on behalf of Lender to Borrower. Lender shall authorize Bank to release such amounts as are needed to pay such fees as set forth above pursuant to the Lender Reserve Account P&C Agreement.

(iii) Borrower shall be responsible for all third party fees and expenses incurred outside of the ordinary course of business related to the Project, such as the exercise of remedies in the case of an event of default under the Loan Documents.

(b) *Fund Operating Expenses.* As of the Effective Date, Fund does not anticipate incurring any Extraordinary Expenses (as defined in the Fund OA). However, if such expenses are incurred, and if the distributions from Lender are insufficient to pay such expenses, Lender may invoice Borrower for such expenses, and Borrower shall pay such invoice to Lender within 10 Business Days of receipt thereof.

(c) *Payment of Invoices.* Any amounts due directly from Borrower as set forth in this Section 5.6 shall be payable within 20 calendar days of the receipt of an invoice therefor. The failure by Borrower to pay any such invoice within such 20 calendar day period (i) shall be governed by Section 8.1(j) and (ii) interest on such outstanding amounts shall accrue at a rate of interest per annum equal to 3% (computed for the actual number of days elapsed on the basis of a 360-day year).

(d) In the event that after the Effective Date any Governmental Authority subjects Lender to any new or additional charge, fee, withholding or tax of any kind with respect to the Loans or changes the method of taxation of the Loans or changes the reserve or deposit requirements applicable to the Loans, Borrower shall pay to Lender such additional amounts as will compensate Lender for such cost of lost income resulting therefrom as reasonably determined by Lender (other than taxes based upon or measured by the income or profits of Lender).

Section 5.7 Insurance; Casualty or Condemnation.

(a) Borrower shall procure and maintain for the benefit of Lender, or cause to be so procured and maintained, original paid up insurance policies from companies licensed as regulated insurers in the State in which the Project is located and reasonably acceptable to Lender, in amounts, in form and substance, and with expiration dates acceptable to Lender, providing the types of insurance on the Property as set forth in Exhibit E.

(b) All of the policies listed in Exhibit E shall contain an agreement by the insurer not to cancel or amend the policies without giving Lender at least 30 calendar days' prior written notice of such insurer's intention to do so, except in case of non-payment, in which case, at least 10 calendar days' prior written notice shall be required.

(c) Borrower shall deliver original or certified copies of policies to Lender as of the Effective Date, and Borrower shall deliver original or certified renewal policies (or insurance certificates from Borrower's insurance servicer) to Lender with satisfactory evidence of payment not less than 15 calendar days in advance of the expiration date of the existing policy or policies. Borrower shall provide Lender with endorsements or other evidence reasonably acceptable to Lender, evidencing the required coverages, additional insured/mortgagee/loss payee status, waiver of subrogation and other requirements of this Section 5.7. In the event Borrower should, for any reason whatsoever, fail to keep the Property or any part thereof so insured, or to keep said policies so payable, or fail to deliver to Lender the original or

certified policies of insurance and the renewals thereof upon demand, then Lender may, but shall not be obligated to, have such insurance effected in such amounts and by such companies as Lender may deem proper and may pay the premiums therefor. Borrower shall reimburse Lender upon demand for the amount of premium paid.

(d) Borrower agrees to notify Lender immediately in writing of any material fire or other casualty to or accident involving the Property, whether or not such fire, casualty or accident is covered by insurance, and of any institution of condemnation proceedings or notice of any pending or threatened condemnation proceedings. Borrower further agrees to notify promptly Borrower's insurance company and to submit an appropriate claim and proof of claim to the insurance company if the Property is damaged or destroyed by any fire or other casualty.

(e) Lender is hereby authorized and empowered, at its option, to collect and receive the proceeds from any policy or policies of insurance or from any condemnation proceedings or compromise in lieu thereof, and each insurance company and Governmental Authority is hereby authorized and directed to make payment of all such losses directly to Lender instead of to Borrower and Lender jointly. Net proceeds thereof shall be applied in accordance with Section 5.7(f), (g), and/or (h).

(f) If there is a fire or casualty loss which damages all or a portion of the Improvements, or any condemnation affecting the Property, then the proceeds of the insurance or condemnation shall be deposited into a cash collateral account with Bank, for the benefit of Lender and such proceeds will be applied to the payment of the cost of restoration of the Improvements upon such terms and conditions as Lender may deem necessary or appropriate in its reasonable discretion; *provided*, that (i) restoration is reasonably feasible in Lender's reasonable discretion and such insurance proceeds must be adequate to cover the cost of restoration of the Improvements, or if the proceeds are insufficient, then Borrower shall give Lender such adequate protection and assurance as Lender may, in its reasonable discretion require, that additional funds will be provided by Borrower in order to complete the restoration of the Improvements, (ii) Borrower shall have provided Lender with such adequate protection and assurance as Lender may, in its reasonable discretion require, that Borrower has sufficient funds on hand to pay interest and principal on the Loans during the restoration period, (iii) no Event of Default has occurred and is continuing, and (iv) the priority of the Collateral Documents in the Property is not impaired. In connection with any restoration of the Improvements, Borrower shall provide Lender with a detailed cost breakdown showing by line item all costs projected for such restoration and a revised and updated cost breakdown shall be furnished by Borrower to Lender on a monthly basis.

(g) If not all of the conditions set forth in Section 5.7(f)(i)-(iv) are satisfied, then any insurance or condemnation proceeds resulting from a partial or total loss of the Improvements may, at Lender's option, be applied to the payment of the Indebtedness or to full or partial restoration of the Improvements. If such insurance or condemnation proceeds are not sufficient to pay the Indebtedness in full, Lender shall have the right to accelerate the maturity of the Indebtedness and proceed against Borrower and/or the remainder of the Collateral; and if the proceeds exceed the amount necessary to pay the Indebtedness in full, then such excess shall be paid to Borrower.

(h) If there is a fire or casualty loss or condemnation which causes the proceeds of any rental loss or business interruption insurance to be payable, such proceeds shall be paid to Lender and (i) so long as no Event of Default has occurred and is continuing, applied to the payment of the installments of principal and interest on the Loans as they become due, ad valorem real estate taxes and special assessments and operating expenses of the Property, as they respectively become due, or (ii) if an Event of Default has occurred and is continuing, applied to the payment of the Indebtedness as Lender may elect in its sole and absolute discretion.

(i) Coverages for commercial property, builders risk, boiler and machinery, windstorm, earthquake, business interruption / loss of rents, or other property coverages, and any umbrella coverages with respect to any of the foregoing, shall include a non contributory standard mortgagee clause or its equivalent in a form satisfactory to Lender, or the statutory mortgagee clause, if any, required in the State in which the Project is located, or a mortgagee's loss payable endorsement, in favor of Lender, as reasonably acceptable to Lender.

Section 5.8 Accounts and Records.

(a) Borrower will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to its business and activities, in accordance with generally accepted accounting principles, consistently applied except for changes in accounting principles or practices with which the independent certified public accountants for Borrower concur.

(b) CFPFCD will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to its business and activities, in accordance with generally accepted accounting principles, consistently applied except for changes in accounting principles or practices with which the independent certified public accountants for CFPFCD concur.

Section 5.9 Right of Inspection.

(a) Borrower will permit any officer, employee or agent of Lender to visit and inspect any of the property of Borrower (including the Property), examine the books of record and accounts of Borrower, take copies and extracts therefrom, and discuss the affairs, finances and accounts of Borrower with Borrower's officers, accountants and/or auditors, all at such reasonable times and on reasonable prior notice and as often as Lender may reasonably request.

(b) CFPFCD will permit any officer, employee or agent of Lender to visit and inspect any of the property of CFPFCD, examine the books of record and accounts of CFPFCD, take copies and extracts therefrom, and discuss the affairs, finances and accounts of CFPFCD with CFPFCD's officers, accountants and/or auditors, all at such reasonable times and on reasonable prior notice and as often as Lender may reasonably request.

Section 5.10 Notice of Certain Events.

(a) Borrower will promptly notify Lender if Borrower learns of the occurrence of any event which constitutes a Default hereunder, together with a reasonably detailed, written statement by a responsible officer of Borrower or CFPFCD, as applicable, of the steps being taken to cure the Default.

(b) Borrower will promptly notify Lender of any change in operations of Borrower or CFPFCD that would have or could reasonably be expected to have a Material Adverse Effect on or to Borrower or CFPFCD, or any material change in the cost or scope of the Improvements.

(c) Borrower will promptly notify Lender of any litigation or dispute threatened or instituted against or affecting Borrower, CFPFCD, the Project or Property that, in the event of any adverse ruling or decision, would have or could reasonably be expected to have (i) a Material Adverse Effect on or to Borrower or CFPFCD or (ii) any material change in the operations of the Project or Property. In the event of such litigation, Borrower or CFPFCD, as applicable, will cause such proceedings to be contested in

good faith and, in the event of any adverse ruling or decision, Borrower or CFPFCD, as applicable, will prosecute all allowable appeals.

(d) Lender may (but shall not be obligated to), without prior notice to Borrower, commence, appear in, or defend any action or proceeding purporting to affect the Loans, or the respective rights and obligations of Lender and Borrower pursuant to this Agreement or any of the other Loan Documents. Lender may (but shall not be obligated to) pay all necessary fees and expenses (including, without limitation, reasonable attorneys', accountants', experts', consultants' fees, disbursements and court costs prior to trial, at trial and on appeal) incurred in connection with such proceedings or actions, which Borrower shall repay to Lender upon demand.

Section 5.11 ERISA Compliance.

(a) Borrower shall comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Plans of Borrower.

(b) CFPFCD shall comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Plans of CFPFCD.

Section 5.12 Indemnification.

(a) Borrower shall pay or cause to be paid, on demand, all of Lender's reasonable costs, expenses, and fees, including but not limited to, the reasonable legal fees and expenses of counsel to Lender, together with all recording fees and taxes, title insurance premiums, appraiser fees, environmental audit fees and insurance consulting fees, any broker's fees, survey costs and other costs and expenses related to the preparation, negotiation, execution, delivery, filing, and recording of the Loan Documents (or any amendment or modification thereof) and the closing and funding of the Loans. In addition, Borrower shall pay, on demand by Lender, all reasonable expenses, charges, costs and fees (including reasonable attorneys' and accountants' fees and expenses) in connection with the servicing, administration, enforcement interpretation, and collection of the Loans and the Loan Documents, and in the preservation and protection of Lender's rights hereunder and thereunder. Without limitation Borrower shall pay all costs and expenses, including reasonable attorneys' and accountants' fees, incurred by Lender in any case or proceeding against Borrower under the United States Bankruptcy Code (or any law succeeding or replacing any of the same).

(b) Borrower agrees to indemnify, protect, hold harmless and defend Lender, Bank, Disbursement Agent, CCE, Lender's members or partners (as applicable), the respective Affiliates of each of the foregoing, and the respective directors, managers, members, partners, officers, employees, lenders, representatives, consultants, and attorneys of each of the foregoing (each, a "Covered Person" and collectively, the "Covered Persons"), from and against any and all losses, liabilities, suits, actions, obligations, fines, damages, judgments, penalties, claims, causes of action, charges, costs and expenses (including, without limitation, reasonable attorneys', accountants', experts', consultants' fees, disbursements and court costs prior to trial, at trial and on appeal) which are imposed on, incurred or paid by, or asserted against a Covered Person by reason or on account of, or in connection with, (i) any Default or Event of Default under any of the Loan Documents; (ii) any breach of any representation or covenant of Borrower or CFPFCD in any of the Loan Documents; (iii) any gross negligence, fraud or willful misconduct of Borrower, CFPFCD, or any Affiliate thereof or any of their respective directors, managers, members, partners, officers, employees, representatives, consultants, or attorneys; (iv) the development, redevelopment, operation or financing of the Property; (v) any accident, injury, death or damage to any Person or property occurring in, on or about the Property or any street, drive, sidewalk, curb or passageway adjacent thereto; (vi) any Specified NMTC Recapture Event as defined in the QALICB

NMTC Indemnity; (vii) any claim asserted by any Person (including, but not limited to, any consultant) with respect to the payment of any fees, costs or expenses alleged to be owed thereto by Borrower or any Affiliate thereof relating to the closing of the Loans or the Fund making a "qualified equity investment" (as such term is used in Section 45D of the Code) in Lender; and (viii) any claim arising from the ownership, occupancy or use of the Property or any other Collateral (including without limitation any other real property owned, managed or leased by Borrower or CFPFCD) and any business conducted by Borrower or CFPFCD, including without limitation claims by or on behalf of contractors, sub contractors, neighbors, tenants, and community groups. Notwithstanding the foregoing, Borrower shall not have any liability for losses, liabilities, suits, actions, obligations, fines, damages, judgments, penalties, claims, causes of action, charges, costs and expenses of a Covered Person caused by the gross negligence, fraud, breach or willful misconduct of or by such Covered Person.

(c) Any amount payable to a Covered Person under this Section 5.12 shall be due and payable upon demand therefor and receipt by Borrower of a statement setting forth in reasonable detail the amount claimed and the basis therefor. Borrower's obligations under this Section 5.12 shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal of any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought which is subject to the indemnity set forth in this Section 5.12, Borrower shall resist or defend against the same, in its own name or, if necessary, in the name of the applicable Covered Person, by attorneys for Borrower's insurance carrier (if the same is covered by insurance) approved by the applicable Covered Person or otherwise by attorneys retained by Borrower and approved by the applicable Covered Person.

(d) Any and all amounts due to Lender under this Section 5.12 not paid in accordance with Section 5.12(c) shall immediately and without prior notice be added to the principal amount of the Notes and secured by the Loan Documents.

(e) All obligations set forth in this Section 5.12 shall survive the making and repayment of the Indebtedness, foreclosure of the Mortgage or acceptance by Lender or its successors or assigns of a deed in lieu of foreclosure.

Section 5.13 Compliance with Laws and Covenants.

(a) Borrower will observe and comply in all material respects with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements (including without limitation any of the foregoing relating to environmental standards or controls) of all Governmental Authorities applicable to Borrower or the Property.

(b) CFPFCD will observe and comply in all material respects with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements (including without limitation any of the foregoing relating to environmental standards or controls) of all Governmental Authorities applicable to CFPFCD.

(c) Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by Borrower, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.14 Construction Covenants. In addition to the covenants, representations, and warranties of Borrower otherwise set forth in the Loan Documents, Borrower hereby agrees that, so long as any part of

the Indebtedness is outstanding, unless compliance shall have been waived in writing by Lender (or Disbursement Agent on behalf of Lender subject to the CMDA) in such party's reasonable discretion, Borrower shall at all times comply with the following covenants:

(a) Commencement and Completion of the Improvements.

(i) Borrower will (A) cause the Project to be prosecuted with diligence and continuity after the Effective Date in accordance with the Plans & Specifications, (B) promptly correct or cause to be corrected any defect in the Improvements, any material departure in the Project from the Plans & Specifications, requirements of any Governmental Authorities, or any encroachment by any part of the Improvements or any other structure located on the Property on any building line, easement, property line, or restricted area, (C) undertake and guarantee to Lender that the Improvements will be completed in a good and workmanlike manner in accordance with the Plans & Specifications, (D) promptly notify Lender of any Lien that Borrower has knowledge of filed by Construction Manager, Program Manager, Architect, any subcontractor, supplier or laborer, and (E) promptly notify Lender that Borrower has knowledge that Construction Manager has failed to pay any subcontractor any amounts due following the funding of any advance for the payment of same.

(ii) Notwithstanding anything to the contrary in this Agreement, the Improvements shall not be deemed to be Substantially Complete (the "Completion of the Improvements") until (A) they shall contain all equipment, furnishings and fixtures required for the Intended Use of the Property and the Improvements and/or which may be required by Governmental Authorities and/or by any law, regulation or rule of any Governmental Authority, (B) permanent certificates of occupancy and all other necessary certificates, licenses, consents and other approvals of Governmental Authorities have been issued or made with respect to the Improvements (subject to Section 8.1(e), temporary certificates of occupancy (if applicable) may be provided instead of permanent certificates of occupancy), and (C) title to the Property is clear and no liens or encumbrances exist against the Property other than Permitted Encumbrances and liens and encumbrances previously approved in writing by Lender.

(iii) Borrower shall cause the Project to proceed according to the schedule of work contained in the Construction Documents ("Construction Completion Schedule"), and in any event, shall cause Completion of the Improvements to occur on or before May 1, 2015.

(iv) Borrower may not change the Construction Completion Schedule.

(v) Borrower shall cause satisfaction of all conditions precedent to final Funds Release as set forth in Section 3.11 of the CMDA and completion of all Punch List Items to occur not later than 60 calendar days following the date of Completion of the Improvements. Section 3.6 of the CMDA (Construction Consultant; Other Consultants) is incorporated herein by this reference.

(b) Project Budget and Development Expense Schedule. Borrower has submitted to Lender the Project Budget and Development Expense Schedule. The total amount of the Development Expense Schedule shall not exceed the amount set forth in the Projections. Proceeds of the Loans shall not be used in violation of the sublimits as are set forth in the Project Budget, subject to the CMDA. Changes in the Project Budget may be made only in accordance with the following:

(i) Section 3.8 of the CMDA is incorporated herein by this reference.

(ii) No reallocations to or from the Disbursement Account may be made without Lender's prior written consent in each instance, which consent may be granted or withheld in Lender's sole and absolute discretion. There shall be no reallocations from the Lender Reserve Account or the CFPFCD Reserve Account.

(c) Change Orders. On or after the Effective Date, Borrower will not (i) cause or permit any changes in the Plans & Specifications except pursuant to a change order approved in writing by Lender and Architect (or such other architect or engineer approved by Lender who prepared the original Plans & Specifications), or (ii) make any change in any contract or subcontract without the prior written consent of Lender, which consent may be granted or withheld in Lender's reasonable discretion; *provided*, that change orders submitted on or after the Effective Date that affect the cost of the Improvements less than \$50,000 in each case must be furnished to Lender but shall not require the prior written approval of Lender; *provided further, however*, that if any change order of less than \$50,000 submitted on or after the Effective Date when added to all other change orders of less than \$50,000 submitted on or after the Effective Date equals \$250,000 or more in change orders submitted on or after the Effective Date such latter change order and all future change orders shall require the prior written consent of Lender, which consent may be granted or withheld in Lender's reasonable discretion.

(d) Subcontractor Verifications; Materials Testing. Within 10 calendar days after request by Lender, Borrower shall furnish to Lender (i) a certificate, in form prescribed by Lender, signed by all subcontractors and material suppliers as to the existence, amount and retainage of any subcontracts and materials supplies agreements, and/or (ii) copies of all reports documenting field and laboratory tests on materials and construction quality to verify compliance of the work with the specified quality standards set forth in the Plans & Specifications.

(e) Off-Site Storage. Section 3.10(b) of the CMDA is incorporated herein by this reference.

Section 5.15 Accounts. Borrower shall maintain all Operating Accounts with Bank. Subject to the rights of Lender under the Disbursement Account P&C Agreement, Borrower shall maintain the Disbursement Account with Bank. Subject to the rights of Lender under the Lender Reserve Account P&C Agreement, Borrower shall maintain the Lender Reserve Account with Bank. Subject to the rights of Lender and Bank under the CFPFCD Reserve Account P&C Agreement, CFPFCD shall maintain the CFPFCD Reserve Account with Bank.

Section 5.16 Appraisal. Lender shall have the right to have the Property appraised at Borrower's expense once during the term of the Loans (and at any time an Event of Default has occurred and is continuing) and at each request for an extension of any Loan. In addition, Lender shall have the right to have the Property appraised at Lender's expense at any time during the term of the Loans.

Section 5.17 New Markets Tax Credit Program Covenants. Borrower will comply with all of the representations, warranties and covenants set forth in the Addendum, all of which are incorporated herein by this reference.

Section 5.18 Certain Taxes of Lender.

(a) If any income, franchise or withholding taxes are imposed on Lender or its members or partners, as applicable, in connection with the Loans, the Project, or any Event of Default by Borrower or CFPFCD under the Loan Documents, Lender shall provide reasonable notice to Borrower, including documentation evidencing the amount of taxes due. Borrower shall pay or reimburse Lender for any such taxes in accordance with Section 5.6 (with Lender distributing such payment or reimbursement to its appropriate member, if applicable).

(b) Notwithstanding Section 5.18(a), Borrower shall have no obligation to pay or reimburse any such income, franchise or withholding taxes imposed on Lender if (a) Lender is taxed as a corporation under Subchapter C of the Code, (b) such taxes when paid by Lender are allowed as a credit against amounts otherwise due by the members or partners, as applicable, of Lender, (c) such taxes are payable as a result of any asset management fees or other fees payable by Borrower to Lender in connection with its Loans, or (d) such taxes are payable as a result of Lender conducting any business other than making its Loans. Borrower's obligation to pay or reimburse such income, franchise or withholding taxes imposed on any member of Lender shall be subject to the same exclusions as described in this Section 5.18 with respect to Lender.

Section 5.19 Tax Treatment of Leases. Borrower shall treat each Lease as a lease (as opposed to a sale) of the applicable portion of the Property from Borrower to the lessee named therein for federal income tax purposes.

Section 5.20 [Intentionally Omitted].

Section 5.21 Organizational Matters. Borrower shall do all things necessary to observe organizational formalities and preserve its separate legal existence, and Borrower shall not amend, modify or otherwise change its organizational documents without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion).

Section 5.22 Compliance with United Line of Credit Documents. CFPFCD and the City shall comply at all times with the terms and conditions of the United Line of Credit Documents. The United Line of Credit Documents may not be amended, assigned, restated, modified or supplemented without the prior written consent of Lender (such consent in Lender's reasonable discretion); *provided, however*, the maturity date under the United Line of Credit Promissory Note (but not the aggregate amount thereof) may be extended without the prior written consent of Lender.

ARTICLE 6 NEGATIVE COVENANTS

Unless Lender's prior written consent to the contrary is obtained (which consent may be granted or withheld in Lender's sole and absolute discretion), Borrower will at all times comply with the covenants contained in this Article 6, from the Effective Date and for so long as any part of the Indebtedness is outstanding.

Section 6.1 Debts, Guaranties and Other Obligations. Borrower will not incur, create, assume or in any manner become or be liable in respect of any Debt direct or contingent, except for:

- (a) the Indebtedness to Lender under the Loan Documents;
 - (b) unsecured trade payables from time to time incurred in the ordinary course of business;
- and
- (c) taxes, assessments or other government charges which are not yet due or are being contested in good faith by appropriate action promptly initiated and diligently conducted, as long as Borrower has provided adequate reserves therefor as required by generally accepted accounting principles and has complied with all deposit and bonding requirements.

Section 6.2 Liens. Borrower will not create, incur, assume or permit to exist any Lien on any of its property (including the Property and any other real or personal property owned by Borrower, whether or

not associated with the Project) now owned or hereafter acquired, except for ("Permitted Encumbrances"):

- (a) Liens in favor of Lender securing the Indebtedness;
- (b) Liens disclosed in the title insurance policy issued in favor of Lender in connection with the origination of the Loans;
- (c) Liens for (i) taxes, assessments, or other governmental charges not yet due or which are being contested in accordance with Section 5.3 and (ii) claims of any kind (including claims for labor, materials, supplies and rent) which are being contested in accordance with Section 5.3;
- (d) Purchase money Liens created in the ordinary course of Borrower's business with respect to assets not purchased with proceeds of the Loans; provided that such security interests encumber only the assets being so acquired; and
- (e) inchoate Liens arising under ERISA to secure the contingent liability of Borrower permitted by this Agreement.

Section 6.3 Merger and Sale of Property; Leasing.

(a) Borrower will not acquire, merge with or consolidate with any Person (whether or not such acquisition, merger, or consolidation requires any capital expenditures on the part of Borrower and whether or not Borrower is the surviving Person), or sell, assign, transfer or encumber its ownership interests, if any, or enter into any agreement by which effective control over board appointments, proxies, voting or other board actions are granted, assigned or delegated to any other Person without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion).

(b) Borrower will not sell, assign, exchange, convey, Lease (or, once approved in accordance with the terms hereof, amend, modify or terminate a Lease or accept the surrender thereof by the tenant thereunder) or otherwise dispose or otherwise dispose of (whether in one transaction or in a series of transactions) any interest in the Property to any Person without the prior written consent of Lender (which consent may be granted or withheld in Lender's reasonable discretion), except for Leases permitted in Section 6.3(c) and (d).

(c) So long as no Event of Default has occurred and is continuing, Lender shall be deemed to consent to any Lease entered into by Borrower that satisfies each of the following requirements:

- (i) the Lease does not materially interfere with the operation of the Improvements for the Intended Use;
- (ii) the Lease does not breach any covenant, warranty or representation made by Borrower or CFPFCD in the Addendum;
- (iii) the Lease does not include greater than 5% of the square footage of the then-existing Improvements;
- (iv) the Lease is for a term of no more than 65 calendar days; and

- (v) the Lease explicitly prohibits the tenant thereunder from using or permitting the use or occupancy of the leased premises for the conduct of any of the following prohibited activities or businesses: operation of any private or commercial golf course; country club; massage parlor; hot tub facility; suntan facility; race track or other facility used for gambling; any store the principal business of which is the sale of alcoholic beverages for consumption off premises; or residential rental property.

(d) So long as no Event of Default has occurred and is continuing, Lender shall be deemed to consent to (i) an amendment or modification of a Lease provided that the Lease as modified or amended satisfies each of the requirements under Section 6.3(c) and (ii) a termination of a Lease or the surrender thereof by the tenant thereunder if such Lease was deemed consented to be Lender in accordance with Section 6.3(c).

(e) Without the prior written consent of Lender (which consent may be granted or withheld in Lender's reasonable discretion), Borrower shall not accept any rental payment under any Lease more than one month in advance of its due date; *provided*, if a Lease is for a term or no more than 65 calendar days, Borrower may accept prepayment in full of the rent due thereunder.

(f) Notwithstanding anything to the contrary in this Agreement or the other Loan Documents, Borrower acknowledges and agrees that it shall not contract for, delegate or assign, in whole or in part, (i) any material management and/or operational responsibilities of the Improvements and/or (ii) any of its responsibilities under the Loan Documents relating to the construction of the Improvements to any Persons not an Affiliate of Borrower without the prior written consent of Lender (which consent may be granted or withheld in Lender's reasonable discretion).

Section 6.4 ERISA Compliance.

(a) Borrower will not at any time permit any Plan maintained by it to engage in any "prohibited transaction" as such term is defined in Section 4975 of the Code to the extent an exemption to the prohibited transaction does not exist under ERISA or the Code; incur any "accumulated funding deficiency" as such term is defined in Section 302 of ERISA; or terminate any such Plan in a manner which could result in the imposition of a Lien on the property of Borrower pursuant to Section 4068 of ERISA.

(b) CFPFCD will not at any time permit any Plan maintained by it to engage in any "prohibited transaction" as such term is defined in Section 4975 of the Code to the extent an exemption to the prohibited transaction does not exist under ERISA or the Code; incur any "accumulated funding deficiency" as such term is defined in Section 302 of ERISA; or terminate any such Plan in a manner which could result in the imposition of a Lien on the property of CFPFCD pursuant to Section 4068 of ERISA.

Section 6.5 Property Management Agreement. Borrower shall not enter into a property management agreement for the Property without receiving the prior written consent of Lender, which consent may be granted or withheld in Lender's reasonable discretion. In the event Borrower executes a property management agreement for the Property, it is understood and agreed that (a) no such property management agreement may be amended, modified or terminated except with the prior written consent of Lender (which consent may be granted or withheld in Lender's reasonable discretion) or as expressly authorized by any of the Loan Documents, (b) Borrower shall not pay any property management fees to or pay or reimburse any costs or expenses of the property manager of the Property prior to making timely debt service payments to Lender in accordance with the terms of the Loans, and (c) if an Event of Default

has occurred and is continuing, Borrower acknowledges and agrees that no property management fees will be paid and no costs or expenses of the property manager shall be paid or reimbursed, as applicable.

Section 6.6 Use of Proceeds. Borrower will not request any Loan advance or disbursement, and Borrower shall not use, and shall procure that its Affiliates and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Loan (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE 7 CONDITIONS OF LENDING

Section 7.1 Conditions of Advances. The obligation of Lender to close and make advances on the Loans is subject to the accuracy of each and every representation and warranty of Borrower and CFPFCD contained in the Loan Documents, and to the receipt and approval by CCE, Lender and/or Disbursement Agent, as applicable, of all materials identified in the Term Sheet, the closing checklist distributed by counsel for Disbursement Agent, and the satisfaction of all other applicable provisions under Article 2 and all other reasonable requirements and conditions reasonably imposed by Lender and/or Disbursement Agent.

ARTICLE 8 EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default. Any of the following events will be considered an "Event of Default" as that term is used herein.

(a) *Bankruptcy or Receivership Proceedings; Assignments for Benefit of Creditors.*

(i) Borrower or CFPFCD files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against Borrower or CFPFCD under any such law.

(ii) A receiver, conservator, liquidator or trustee of Borrower or CFPFCD, or of any of their respective property (including, but not limited to, the Property) is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against Borrower or CFPFCD under the Federal Bankruptcy Code; or Borrower or CFPFCD is adjudicated bankrupt or insolvent; or the Property or any material portion of any other property of Borrower or CFPFCD is sequestered by court order and such order remains in effect for more than 30 calendar days after such party obtains knowledge thereof; or a petition is filed against Borrower or CFPFCD under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 60 calendar days of the filing date.

(iii) Borrower or CFPFCD makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of Borrower or CFPFCD, the Collateral or of all or any part of Borrower's or CFPFCD's property (including, but not limited to, the Property).

(b) *Certain Breaches of this Agreement.* Borrower (i) violates Section 6.4, (ii) fails to maintain insurance pursuant to Section 5.7, or (iii) fails to commence construction or cause Completion of the Improvements to occur within the time frames set forth in Section 5.14(a) (subject to Force Majeure).

(c) *Certificates of Occupancy.* The Completion of the Improvements was achieved pursuant to the receipt of temporary certificates of occupancy and Borrower fails to receive permanent certificates of occupancy prior to the expiration of such temporary certificates of occupancy.

(d) *CMDA.* Section 3.5 of the CMDA (Deficiency) is incorporated herein by reference.

(e) *Construction Requirements; Permits; Progress of Construction.*

(i) Borrower fails to comply with any requirements of any Governmental Authority having jurisdiction with regard to the Project.

(ii) Any permit, approval or license for the Project shall be revoked or suspended, or any stop work order is issued against the Project or any part thereof, and such revocation, suspension or stop work order is not the result of Force Majeure and remains in effect for 45 calendar days.

(iii) All permits and such other licenses that are required to authorize the construction and operation of the Improvements in accordance with the Plans & Specifications are not obtained within 45 calendar days of the Effective Date.

(iv) Following the commencement of the Project within the time frame set forth in Section 5.14(a), such construction is abandoned or is discontinued for a period of more than 15 consecutive calendar days, subject to Force Majeure.

(f) *Covenants.*

(i) Borrower defaults in the observance or performance of any covenant or agreement contained in Section 5.17 or as set forth in the Addendum.

(ii) Borrower defaults in the observance or performance of any covenant or agreement contained in Section 6.6.

(iii) Borrower or CFPFCD defaults in the observance or performance of any covenant or agreement in the Loan Documents (other than a covenant or agreement specifically addressed under this Section 8.1) to be kept or performed by Borrower or CFPFCD, and such default continues unremedied for a period of 30 calendar days after notice thereof being given by Lender to Borrower or CFPFCD, as applicable; *provided*, that for any default which cannot in the reasonable determination of Lender be cured within 30 calendar days, it shall not be an Event of Default provided that Borrower or CFPFCD, as applicable, commences a cure within 30 calendar days of notice and continues to diligently prosecute a cure to the satisfaction of Lender; *provided, however*, that in no event shall Borrower or CFPFCD, as applicable, have more than 90 calendar days from the date of notice from Lender to cure a default hereunder.

(g) *Damage to Improvements.* The Improvements are substantially damaged or destroyed by fire or other casualty and Lender determines in its reasonable discretion that the Improvements cannot be restored and completed in accordance with the terms and provisions of the Loan Documents.

(h) *Material Agreements.*

(i) Borrower fails to cure within any applicable notice and/or grace period a default by it under any of the Construction Contracts and such default has or could reasonably be expected to have a Material Adverse Effect on or to Borrower.

(ii) Borrower fails to cure within any applicable notice and/or grace period a default under any Lease and such default has or could reasonably be expected to have a Material Adverse Effect on or to Borrower.

(iii) CFPFCD or the City, as applicable, fails to cure within any applicable notice and/or grace period a default under any of the United Line of Credit Documents and such default has or could reasonably be expected to have a Material Adverse Effect on or to CFPFCD.

(iv) The occurrence of any "Event of Default" as defined in the Funding Agreement.

(i) *Other Debt*

(i) Borrower fails to cure within any applicable notice and/or grace period a default under any Debt (other than the Loans) owed to any Person other than Lender and such default has or could reasonably be expected to have a Material Adverse Effect on or to Borrower.

(ii) CFPFCD fails to cure within any applicable notice and/or grace period a default under any Debt which has or could reasonably be expected to have a Material Adverse Effect on CFPFCD.

(iii) Borrower or CFPFCD defaults in the payment of any amounts due to Lender or in the observance or performance of any of the covenants or agreements contained in any loan agreements, note, leases, collateral or other documents relating to any Debt of Borrower or CFPFCD to Lender (other than the Loans), and any grace period applicable to such default has elapsed.

(j) *Payments.* Borrower fails to make payment when due of any principal, interest or other payment obligation under either Note, this Agreement (including, but not limited to, Section 5.6) or any of the other Loan Documents and such failure remains more than 5 Business Days after notice of non-payment is given by Lender to Borrower. Notwithstanding the foregoing or anything else to the contrary in this Agreement or the other Loan Documents, it shall be an immediate Event of Default, without any prior notice, if either (i) a scheduled interest payment on either Note is not made within 5 calendar days after the date due, or (ii) the payment due on the Maturity Date under (and as defined in) either Note is not made on such date is not made on the date due.

(k) *Representations and Warranties.*

(i) A warranty or representation made by Borrower or CFPFCD in the Addendum or furnished to Lender in connection with any compliance requirements under the New Markets Tax Credit Program is false in any material respect, or if of a continuing nature, becomes false in any material respect; *provided*, Borrower, with the consent of Lender (such consent in Lender's sole and absolute discretion), may have 30 calendar days to cure such default; *provided further*, at Lender's election (such election in Lender's sole and absolute discretion), if such default is not reasonably capable of being cured within such 30 calendar day period, an Event of Default shall be deemed to occur on the 15th Business Day following notice to Borrower unless Borrower or

CFPFCD posts a bond from a bonding company satisfactory to Lender (in an amount deemed sufficient by Lender in its sole and absolute discretion to indemnify and save harmless Lender) to secure Borrower's or CFPFCD's (as applicable) diligent performance of such action as shall be necessary to cure such default.

(ii) Any representation or warranty of Borrower or CFPFCD contained in the Loan Documents (other than in the Addendum) proves to have been incorrect in any material respect as of the date thereof; or any representation, statement (including financial statements), certificate or data furnished or made to Lender or Disbursement Agent by Borrower or CFPFCD under the Loan Documents (other than in the Addendum) proves to have been untrue in any material respect as of the date stated or certified, and such default continues uncured for a period of 30 calendar days after notice of such default (specifying the default) is given by Lender to Borrower; *provided*, that for any such default which cannot in the reasonable determination of Lender be cured within 30 calendar days, it shall not be an Event of Default provided that Borrower or CFPFCD commences a cure within 30 calendar days of notice and continues to diligently prosecute a cure to the satisfaction of Lender; *provided, however*, that in no event shall Borrower or CFPFCD have more than 75 calendar days from the date of notice from Lender to cure a default hereunder.

(l) *Risk to Collateral.* Any (i) threatened or actual material impairment to the priority of Lender's interests in the Collateral or (ii) material adverse effect on the value of the Collateral or the amount which Lender likely would receive (after giving consideration to delays in payment and costs of enforcement).

(m) *Undischarged Judgments.* Judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any Governmental Authority against Borrower, and Borrower does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 30 calendar days from the date of entry thereof, and within said 30-day period or such longer period during which execution of such judgment will have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles, and such default continues uncured for a period of 30 days after notice of such default (specifying the default) is given by Lender to Borrower.

(n) *Unauthorized Amendment or Termination of Material Agreements.*

(i) Any of the Construction Contracts is amended, assigned, restated, modified, supplemented or terminated without the prior written consent of Lender (such consent in Lender's sole and absolute discretion) and such amendment, assignment, restatement, modification, supplementation or termination has or could reasonably be expected to have a Material Adverse Effect on or to Borrower or CFPFCD.

(ii) Except as permitted under Section 6.3, a Lease is amended, assigned, restated, modified, supplemented or terminated without the prior written consent of Lender (such consent in Lender's sole and absolute discretion) and such amendment, assignment, restatement, modification, supplementation or termination has or could reasonably be expected to have a Material Adverse Effect on or to Borrower.

(iii) Except as provided in Section 5.22, any of the United Line of Credit Documents is amended, assigned, restated, modified or supplemented without the prior written consent of Lender (such consent in Lender's reasonable discretion).

(iv) The Funding Agreement is amended, assigned, restated, modified or supplemented without the prior written consent of Lender (such consent in Lender's sole and absolute discretion).

Section 8.2 Remedies. Upon the occurrence and during the continuance of any Event of Default, Lender may, in its sole and absolute discretion, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) withhold any further advances of the Loans to Borrower (if applicable);
- (b) direct Disbursement Agent to cease authorizing releases of the proceeds of the Loans to Borrower from the Disbursement Account;
- (c) take possession of the Property and complete (or discontinue the completion of) the construction and equipping of the Improvements and do anything in its sole but reasonable judgment to fulfill the obligations of Borrower hereunder, including, but not limited to, the right to avail itself of or procure performance under the Construction Contracts or to terminate the Construction Contracts (in accordance with the applicable Collateral Documents). Without restricting the generality of the foregoing and for purposes aforesaid, Borrower hereby appoints and constitutes Lender its lawful attorney-in-fact with full power of substitution in the Property, exercisable at any time an Event of Default has occurred and is continuing, to complete construction and equipping of the Improvements in the name of Borrower; to make changes in the Plans & Specifications as necessary or desirable to complete construction and equipping of the Improvements in substantially the manner contemplated by the Construction Documents; to retain or employ new general contractors, subcontractors, architects and inspectors as shall be required for such purposes; to pay, settle, or compromise all existing bills and claims, which may be liens or security interests, or to avoid such bills and claims becoming liens against the Property or security interests against fixtures or equipment, or as may be necessary or desirable for the Completion of the Improvements or for the clearance of title; to provide for and cause the completion of any tenant work, tenant furnishings or tenant improvements for all or any portion of the Improvements on the Land; and to do any and every act which Borrower might do in its own behalf; to prosecute and defend all actions or proceedings in connection with the Property or fixtures or equipment; it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked, but shall terminate once the Indebtedness is paid in full;
- (d) perform any or all of Borrower's covenants and agreements under any of the other Loan Documents or any Lease, and Borrower shall pay the cost thereof to Lender on demand;
- (e) declare the entire principal amount of all Indebtedness then outstanding including interest accrued thereon, to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which are hereby expressly waived by Borrower;
- (f) set off any sum due to or incurred by Lender against all deposits and credits of Borrower with, and any and all claims of Borrower against, Lender. Such right shall exist whether or not Lender shall have made any demand hereunder or under any other Loan Documents, whether or not said sums, or any part thereof, or deposits and credits held for the account of Borrower is or are matured or unmatured, and regardless of the existence or adequacy of any collateral, guaranty or any other security, right or remedy available to Lender. Lender agrees that, as promptly as is reasonably possible after the exercise of any such setoff right, it shall notify Borrower of its exercise of such setoff right; *provided, however*, that the failure of Lender to provide such notice shall not affect the validity of the exercise of such setoff

rights. Nothing in this Agreement shall be deemed a waiver or prohibition of or restriction on Lender to all rights of banker's lien, setoff and counterclaim available pursuant to law;

(g) exercise any or all remedies and rights under the Loan Documents, including without limitation Lender's rights under the Collateral Documents (e.g., foreclose on the Mortgage), and/or exercise any other rights or remedies which it may have at law or in equity; and

(h) Borrower hereby consents to the remedies of specific performance and of injunction and other equitable remedies for a breach or prospective breach of Section 6 of each Note (incorporated herein by this reference) and the Addendum.

Section 8.3 Default Rate of Interest. Any amount payable by Borrower under any of the other Loan Documents which is not paid when due shall bear interest at the Default Rate specified in each Note from the date due until paid.

ARTICLE 9 [INTENTIONALLY OMITTED]

ARTICLE 10 MISCELLANEOUS

Section 10.1 Notices. Any notice, request, demand, consent, approval, direction, agreement, or other communication (any "notice") required or permitted under the Loan Documents shall be in writing and shall be validly given if (a) sent by a nationally-recognized courier that obtains receipts, (b) delivered personally by a courier that obtains receipts, (c) mailed by United States certified mail (with return receipt requested and postage prepaid), (d) sent by facsimile (with a copy of such facsimile and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof), or (e) sent by email (with a copy of such email sent using next day delivery via the method of delivery set forth in clause (a) hereof), addressed to the applicable Person at the address set forth on Schedule A to this Agreement. Each notice shall be effective upon being so sent, delivered, mailed, or transmitted, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed receipt. Further, any notice actually received shall be deemed receipt. Any Person may periodically change its address for notice (including different or additional addresses for copies) by giving the other party at least 10 calendar days' prior notice in accordance with the foregoing provisions.

Section 10.2 Entire Agreement.

(a) The Addendum, Exhibits, Recitals, and Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

(b) The Loan Documents now, or hereafter to be, executed set forth the entire agreement of Lender and Borrower and supersede all prior written or oral understandings with respect thereto; *provided*, that all written representations, warranties and certifications made by Borrower to Lender with respect to the Indebtedness under any of the Loan Documents will survive the termination of this Agreement.

Section 10.3 Renewal, Extension or Rearrangement. All provisions of this Agreement relating to each Note will apply with equal force and effect to each and all promissory notes hereafter executed which in whole or in part represent a renewal, extension for any period, increase, decrease or rearrangement of any part of either Note, as applicable, except to the extent modified therein.

Section 10.4 Amendments. This Agreement may not be changed, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by Borrower and Lender.

Section 10.5 Invalidity. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement.

Section 10.6 Survival of Agreements. All representations and warranties of Borrower herein, and all covenants and agreements in this Agreement and the Notes not fully performed as of the Effective Date, will survive the Effective Date.

Section 10.7 Waivers. No course of dealing on the part of Lender or its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any of its rights, powers or privileges under this Agreement or the Notes will operate as a waiver thereof.

Section 10.8 Cumulative Rights. The rights and remedies of Lender under this Agreement and the Notes will be cumulative, and the exercise or partial exercise of any such right or remedy will not preclude the exercise of any other right or remedy available to Lender under this Agreement, the Notes, any of the other Loan Documents or by law or equity.

Section 10.9 Time of the Essence. Time will be deemed of the essence with respect to the performance of all of the terms, provisions and conditions on the part of Borrower and Lender to be performed under this Agreement and the Notes.

Section 10.10 Successors and Assigns; Participants.

(a) This Agreement binds and benefits Borrower, Lender, and their respective, permitted successors and assigns.

(b) References to any Person herein shall include such Person's respective permitted successors and assigns.

(c) This Agreement is for the benefit of Lender and for such other Person or Persons as may from time to time become or be the holders of any of the Indebtedness in accordance with the terms hereof, and to the extent set forth in Section 10.10(d), this Agreement will be transferable and negotiable, with the same force and effect and to the same extent as the Indebtedness may be transferable, it being understood that, upon the transfer or assignment by Lender of any of the Indebtedness, the legal holder of such Indebtedness will have all of the rights granted to Lender under this Agreement.

(d) Borrower hereby recognizes and agrees that: (i) Lender may transfer all or any portion of the Indebtedness to its Investor Member as defined in and in accordance with Lender's organizational documents and (ii) Lender may, from time to time and one or more times, transfer all or any portion of the Indebtedness to one or more third parties upon the occurrence and during the continuance of any Event of Default (such transfers under this subsection (ii) may include, but are not limited to, sales of participation interests in such Indebtedness in favor of one or more third parties, *provided, however*, that such transfers shall not occur if they result in or follow the recapture or disallowance of any New Markets Tax Credits); *provided further*, that Lender may not transfer any portion of the Indebtedness except as expressly set forth in Section 10.10(d)(i)-(ii).

(e) Subject to the limitations on assignments set forth in Section 10.10(d), Borrower specifically (i) consents to all such transfers and assignments and waives any subsequent right to consent

to any such transfers and assignments as may be provided under applicable state or federal law; (ii) agrees that the purchaser of a participation interest in the Indebtedness will be considered as the absolute owner of a percentage interest of such Indebtedness and that such a purchaser will have all of the rights granted to the purchaser under any participation agreement governing the sale of such a participation interest; (iii) waives any right of offset that Borrower may have against Lender and/or any purchaser of such a participation interest in the Indebtedness and unconditionally agrees that Lender or such a purchaser may enforce Borrower's Indebtedness under the Loan Documents, without regard to the failure or insolvency of Lender or any such purchaser; (iv) agrees that any purchaser of a participation interest in the Indebtedness may exercise any and all rights of counter-claim, set-off, banker's lien and other liens with respect to any and all monies owing to Borrower; and (v) agrees that, upon any transfer of all or any portion of the Indebtedness, Lender may transfer and deliver any and all Collateral to the transferee of such Indebtedness and the Collateral will secure any and all of the Indebtedness in favor of such a transferee, and after any such transfer has taken place, Lender will be fully discharged from any and all future liability and responsibility to Borrower with respect to the Collateral, and the transferee thereafter will be vested with all the powers, rights and duties with respect to the Collateral.

Section 10.11 Relationship Between the Parties. The relationship between Lender, on the one hand, and Borrower, on the other, will be solely that of lender and borrower, and such relationship will not, under any circumstances whatsoever, be construed to be a joint venture, joint adventure, or partnership.

Section 10.12 Third Party Beneficiaries. All obligations of Lender to make advances on the Loans are imposed solely and exclusively for the benefit of Borrower and its permitted assigns. No other Person shall have standing to require satisfaction of such condition or be entitled to assume that Lender shall refuse to make the advance in the absence of strict compliance with any or all conditions thereof, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any or all of which may be freely waived, in whole or in part, by Lender at any time in its sole and absolute discretion.

Section 10.13 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement or the exhibits hereto are only for the convenience of the parties and will not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 10.14 Singular and Plural. Words used herein in the singular, where the context so permits, will be deemed to include the plural and vice versa. The definitions of words in the singular herein will apply to such words when used in the plural where the context so permits and vice versa.

Section 10.15 Article and Section References. References in this Agreement to Articles and Sections are intended to refer to Articles and Sections of this Agreement, unless otherwise specifically stated.

Section 10.16 Counterparts. This Agreement may be executed in two or more counterparts, and it will not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart will be deemed an original, but all of which together will constitute one and the same instrument. A faxed, scanned or photocopied signature to this Agreement shall be deemed equivalent to an original signature.

Section 10.17 Review by Counsel. Borrower acknowledges and agrees that (a) Borrower's counsel has reviewed the Loan Documents and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Loan Documents.

Section 10.18 Third Parties. Neither Borrower nor Lender intends the benefits of any of the Loan Documents to inure to, or otherwise exist for, the benefit of any third party who has a contractual relationship with Borrower, who is a creditor of Borrower with respect to the Property, or any part thereof, any tenant or other occupant of the Property, or who otherwise succeeds to Borrower's interest or rights, and none of the Loan Documents shall be construed to make or render Lender or Lender's Affiliates, members or partners, as applicable, managers, officers, directors, agents or employees liable to any materialman, supplier, contractor, subcontractor, successor in title to the Property, or any part thereof, or any tenant or other occupant of the Property, or for debts or claims accruing to any such Persons against Borrower. Notwithstanding anything contained in any of the Loan Documents or any conduct or course of conduct by Borrower and/or Lender, whether before or after signing this Agreement, none of the Loan Documents shall be construed as creating any right, claim or cause of action against Lender or Lender's Affiliates, members or partners, as applicable, managers, officers, directors, agents or employees, in favor of any materialman, supplier, contractor, subcontractor, successor in title to the Property, or any part thereof, or any tenant or other occupant of the Property or to any other Person.

Section 10.19 CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS FOR ALL LOAN DOCUMENTS.

(a) THE VALIDITY OF THIS AGREEMENT AND, UNLESS OTHERWISE PROVIDED THEREIN, THE OTHER LOAN DOCUMENTS, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF BORROWER AND LENDER WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER (i) AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND, UNLESS OTHERWISE PROVIDED THEREIN, THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF ALABAMA (*PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND*) AND (ii) WAIVE ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.19.

(c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER WAIVE 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, THE OTHER LOAN DOCUMENTS (UNLESS OTHERWISE PROVIDED THEREIN) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (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 OR THE OTHER LOAN DOCUMENTS. BORROWER AND LENDER (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY TO THIS AGREEMENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGE THAT IT AND THE

OTHER PARTIES TO THIS AGREEMENT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND TO EXECUTE OR ACCEPT THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.19.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER AGREE 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.

(e) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER AND LENDER'S AFFILIATES, MEMBERS OR PARTNERS, AS APPLICABLE, MANAGERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, 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, THE OTHER LOAN DOCUMENTS, OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAWS.

Section 10.20 [Intentionally Omitted].

Section 10.21 Right of Setoff. Borrower hereby grants to Lender a continuing lien, security interest and right of setoff as security for payment and performance of all of its obligations under the Loan Documents (including, but not limited to, the Notes), upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Lender or any entity under the control of Lender and its successors and/or assigns or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Borrower), but only upon the occurrence and continuance of an Event of Default, Lender may setoff the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral security for any or all of the Loans. ANY AND ALL RIGHTS TO REQUIRE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOANS PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVED.

Section 10.22 Enforcement Costs. Notwithstanding anything to the contrary in this Agreement or the other Loan Documents, in the event of any action at law or in equity to enforce the provisions of this Agreement or any of the other Loan Documents or to secure relief or damages for the breach of this Agreement or any of the other Loan Documents, 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.

Section 10.23 Confidentiality. Lender agrees to maintain the confidentiality of the Information, except that Information may be disclosed (a) to it and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent requested by any regulatory authority; (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party to this Agreement; (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to the obligations or the enforcement of rights under the Loan Documents; (f) in accordance with Section 10.24; (g) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 10.23 or (ii) becomes available to Lender on a nonconfidential basis from a source other than Borrower, or (h) with the consent of Borrower. For the purposes of this Section 10.23, "Information" means all information received from Borrower relating to Borrower or its business, other than any such information that is available to Lender on a nonconfidential basis prior to disclosure by Borrower; *provided* that, in the case of information received from Borrower after Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 10.23 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 10.24 Publicity.

(a) *Publication*. Borrower consents to and acknowledges that, upon consummation of the Loans, Lender, Allocattee, Disbursement Agent, and/or their applicable Affiliates may, at their option and expense, use the name and logo of the Borrower and any information regarding the financing contemplated by this Agreement (including, without limitation, the names of any Affiliate of Borrower participating in such transactions, and the structure, terms and project specifics of such transactions) in its marketing and communications materials (including without limitation, issue press releases or place or publish "tombstone" advertisements in such newspapers, newsletters, magazines, trade journals or other periodicals or place signs on the Land) as they may choose relating to or otherwise referencing the financing transaction contemplated herein and in presentations or speeches made to its employees, officers, clients and other interested third parties. Such information shall be referred to herein as "Client Information." Borrower understands that the Client Information may be used nationally and/or internationally and may be used in web pages, print ads, press releases, direct mail and various types of brochures, presentation materials or marketing sheets, and that various media formats other than those listed may be used (including without limitation video or audio presentations through any such media form). In these materials, Lender, Allocattee, Disbursement Agent, and/or their applicable Affiliates also may discuss the types of services and solutions they have provided to Borrower or its Affiliates. Borrower, for itself and for its Affiliates, hereby releases each of the foregoing parties from any liability for any claim related to such party's use of the Client Information as contemplated hereby. The rights granted in the foregoing release shall be binding upon the undersigned parties and their successors and assigns. Each of the parties hereto expressly agrees that the foregoing provisions relating to the use of Client Information shall survive the termination of this Agreement.

(b) *Photographs and Other Media*. Borrower hereby authorizes Lender, Allocattee, Disbursement Agent, and/or their applicable Affiliates to reproduce and display any media (including, without limitation, photographs and illustrations) of the Property submitted to Lender, Allocattee, Disbursement Agent, and/or their applicable Affiliates by Borrower. Borrower represents and warrants to each of the foregoing parties that Borrower has obtained any and all licenses and/or permissions necessary for Borrower's and such party's use of such media.

(c) *Construction Financing Publicity.* Borrower shall do the following:

(i) upon request, include on signs placed on the Property during construction work language to the effect that the (A) "project is funded, in part, from an investment by an affiliate of JPMorgan Chase Bank, N.A." and (B) "project is funded, in part, from an investment by an affiliate of Pacesetter CDE, Inc."

(ii) acknowledge the contribution of Lender, Allocatee, Disbursement Agent, and their respective Affiliates in project-related web and print media, and in verbal remarks in public;

(iii) invite representatives of Lender, Allocatee, Disbursement Agent, and their respective Affiliates to participate in public relations opportunities (e.g., speaking opportunity at ribbon cutting, ground breaking);

(iv) permit Lender, Allocatee, Disbursement Agent, and their respective Affiliates access to and permission to use any photographic and/or schematic images of the Property obtained by such Persons' respective marketing departments (e.g., website, brochures, advertisements); and

(v) permit Lender, Allocatee, Disbursement Agent, and their respective Affiliates to publicize the financing provided pursuant to this Agreement.

(d) *Borrower Approval.* Borrower will have the right to approve the form and substance of any publicity materials (e.g., press releases, signs) issued or released by any Person under Section 10.24(a)-(c), such approval not to be unreasonably withheld.

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

IN WITNESS WHEREOF, Borrower and Lender have caused this Credit Agreement to be duly executed as of the Effective Date.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

[COUNTERPART SIGNATURE PAGE TO CREDIT AGREEMENT]

LENDER:

PACESETTER CDE X, LLC, a Texas limited liability company

By: Pacesetter CDE, Inc., a Texas corporation, its managing member

By: _____
Name: Giovanni Capriglione
Title: Secretary

SCHEDULE A

Notice Addresses of Parties

(1) If to Borrower: Coastal Alabama Farmers' and Fishermen's Market, Inc.
c/o City of Foley
407 East Laurel Avenue
Foley, AL 36535
Attention: Jeff Rouzie, Director of Economic Development
Facsimile: 251-952-4012
Email: jrouzie@cityoffoley.org

With a copy to: Adams and Reese LLP
RSA Battle House Tower
11 North Water Street, Suite 23200
Mobile, AL 36602
Attention: John F. Lyle, III, Esq.
Facsimile: 251-438-7733
Email: john.lyle@arlaw.com

And copies to: The addresses set forth under (4) below.

(2) If to CFPFCD: The City of Foley Public Facilities Cooperative District
c/o City of Foley
407 East Laurel Avenue
Foley, AL 36535
Attention: Jeff Rouzie, Director of Economic Development
Facsimile: 251-952-4012
Email: jrouzie@cityoffoley.org

With a copy to: Adams and Reese LLP
RSA Battle House Tower
11 North Water Street, Suite 23200
Mobile, AL 36602
Attention: John F. Lyle, III, Esq.
Facsimile: 251-438-7733
Email: john.lyle@arlaw.com

And copies to: The addresses set forth under (4) below.

(3) If to Lender: Pacesetter CDE X, LLC
c/o Pacesetter CDE, Inc.
2600 E. Southlake Boulevard
Suite 120-105
Southlake, TX 76092
Attention: Giovanni Capriglione
Email: giovanni@pacesettercde.com

[CONTINUED NEXT PAGE]

SCHEDULE A (CONT'D)

Notice Addresses of Parties

With a copy to: Law Office of Mark D. Foster
4835 LBJ Freeway, Suite 424
Dallas, TX 75244
Attention: Mark D. Foster, Esq.
Facsimile: 214-363-9551
Email: mark@mdfoster.com

And copies to: The addresses set forth under (4) below.

(4) Copy Parties: Chase Community Equity, LLC
c/o JPMorgan Chase Bank, N.A.
10 S. Dearborn Street, 19th Floor
Mail Code: IL1-0953
Chicago, IL 60603-5506
Attention: NMTC Asset Manager
Facsimile: 312-325-5050
Email: nmtc.reporting@chase.com

With a copy to: Chase Community Equity, LLC
c/o JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Mail Code: TX1-2951
Dallas, TX 75201
Attention: Wanda Clark
Facsimile: 214-965-3297
Email: wanda.clark@jpmchase.com

And a copy to: Jones Day
100 High Street, 21st Floor
Boston, MA 02110
Attention: Douglas R. Banghart, Esq.
Facsimile: 617-449-6999
Email: dbanghart@jonesday.com

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EXHIBIT A

NEW MARKETS TAX CREDIT PROGRAM ADDENDUM TO CREDIT AGREEMENT

Borrower acknowledges that Lender is making the Loans to Borrower on the basis that each of the Loans will qualify as a "qualified low-income community investment" for purposes of generating certain tax credits (the "New Markets Tax Credit" or "NMTCs") under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"). Borrower certifies that the information set forth below is correct in all respects to Lender to induce Lender to make the Loans. Borrower hereby represents, warrants, covenants, and agrees that the proceeds of the Loans will be used solely for the purposes set forth in the Credit Agreement to which this Addendum is attached as Exhibit A (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement") and, upon Lender's written request, Borrower will provide Lender with all documentation determined by Lender to be reasonably necessary to demonstrate Borrower's compliance with such representations, warranties, and covenants.

In connection with the issuance of opinion letters to be delivered by Jones Day, the Law Office of Mark D. Foster, and Adams and Reese LLP, Borrower hereby acknowledges and agrees that the foregoing law firms may rely on the representations, warranties and covenants contained in the Credit Agreement and this Addendum.

Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Credit Agreement. The terms and conditions, and representations, warranties, covenants, and agreements set forth in this Addendum are, by this reference, incorporated into the Credit Agreement and made a part thereof.

1. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Borrower hereby represents and warrants to Lender as follows:

(a) Borrower is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of its formation and is, and will be, treated as a corporation for federal income tax purposes. Borrower shall cause the proceeds of the Loans to be expended solely for and with respect to the Project or the Business (defined below).

(b) Borrower owns the Land and the improvements thereon. Borrower leases the Property to tenants and operates a farmers' market and a wholesale distribution facility (the "Business"). All of Borrower's Business currently is and throughout the term of the Loans will be located at the Property.

(c) Borrower currently operates and throughout the term of the Loans shall operate the Business such that Borrower shall qualify as a "qualified active low-income community business" (as defined in Section 45D(d)(2)(A) of the Code (a "QALICB") and the related Federal Income Tax Regulations, including proposed, interim and temporary regulations (the "Regulations")).

(d) Based solely on data (the "Census Data") from the Community Development Financial Institutions Fund, an agency of the United States Department of the Treasury (the "CDFI Fund"), the Property is located in highly distressed census tract numbers 01003011501 and 01003011502 (collectively, the "Census Tract") and the Census Tract is in a low-income community (as defined in Section 45D(e) of the Code and the Regulations) (a "Low-Income Community").

(e) Borrower knows of no facts or circumstances that contradicts or undermines the validity of, or of any reason or circumstances that could reasonably contradict or undermine the validity of: (i) any of the matters described in the Census Data or (ii) Borrower's representations set forth herein.

(f) With respect to the current taxable year, 50% or more of the total gross income of Borrower is and shall (for each tax year throughout the term of the Loans) continue to be derived from the active conduct of a qualified business (as defined in Section 45D(d)(3) of the Code and the related Regulations) within the Census Tract.

(g) With respect to the current taxable year, 50% or more of the use of the tangible property of Borrower (whether owned or leased) is and shall (for each tax year throughout the term of the Loans) continue to be within the Census Tract (provided, however, that for any taxable year in which Borrower has no employees, at least 85% of the use of Borrower's tangible property (whether owned or leased) will be within the Census Tract). This percentage shall be determined in accordance with the rules set forth in Section 1.45D-1(d)(4)(i)(B) of the Regulations, which provides that the percentage shall be determined based on a fraction, the numerator of which is the average value of the tangible property owned or leased by Borrower and used by Borrower during the taxable year in the Census Tract and the denominator of which is the average value of the tangible property owned or leased by Borrower during the taxable year. For purposes of this percentage, the Regulations provide that property owned by Borrower is valued at its cost basis under Section 1012 of the Code and property leased by the entity is valued at a reasonable amount established by Borrower.

(h) With respect to the current taxable year, at least 50% of the services performed for Borrower by its employees (or employees of any Affiliate of Borrower that is primarily engaged in providing services to Borrower), if any, are and shall (for each tax year throughout the term of the Loans) continue to be performed on the Property. The percentage of services performed is determined based on the total amount paid by Borrower for employee services performed on the Property during the taxable year compared to the total amount paid by Borrower for employee services during the taxable year.

(i) Borrower is not and throughout the term of the Loans shall not be a bank, credit union or other financial institution.

(j) With respect to the current taxable year, less than 5% of the average of the aggregate unadjusted bases of the property of Borrower is and shall be, for each tax year throughout the term of the Loans, attributable to (i) works of art, (ii) rugs or antiques, (iii) metals or gems, (iv) stamps or coins, (v) alcoholic beverages, (vi) or any other tangible personal property specified by the Secretary of the United States Department of Treasury as a "collectible" (collectively, "Collectibles").

(k) With respect to the current taxable year, less than 5% of the average of the aggregate unadjusted bases of the property of Borrower is and shall be, for each tax year throughout the term of the Loans, attributable to debt, stock, partnership interests, options, futures contracts, forward contracts, warrants, notional principal contracts (including any interest rate swap, cap or similar agreement), annuities, and other similar property ("Nonqualified Financial Property"); *provided, however*, that, in accordance with the safe harbor set forth in Section 1.45D-1(d)(4)(i)(E) of the Regulations, Nonqualified Financial Property does not include: (i) reasonable amounts of working capital held in cash (including, without limitation, the proceeds of the Loans that will be expended for construction and rehabilitation of the Property within 12 months of the Effective Date), cash equivalents, or debt instruments with a term of 18 months or less, and (ii) debt instruments described in Section 1221(a)(4) of the Code.

(l) Borrower is not currently engaged, and has no expectation that at any point during the term of the Loans it will become engaged, in any trade or business, either as a principal or an ancillary

business, that is an excluded business under Section 1.45D-1(d)(5)(iii) of the Regulations, including, without limitation, any one or more of the following: (i) developing or holding intangibles for sale or license; (ii) the operation of (A) a private or commercial golf course, (B) a country club, (C) a massage parlor, (D) a hot tub facility, (E) a suntan facility, (F) a racetrack or other facility used for gambling, or (G) any store the principal activity of which is the sale of alcoholic beverages for consumption off premises; or (iii) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code and the related Regulations) (collectively with the businesses described in clauses (i) or (ii) of this paragraph, an "Excluded Business").

(m) Borrower is, as of the Effective Date, and shall at all times during the term of the Loans, continue to be a QALICB.

(n) Each of the Loans is a "qualified low-income community investment" (as such term is defined in Section 45D(d)(1) of the Code and the related Regulations) (a "QLICB").

(o) No tenant, subtenant or occupant of any portion of the Property is engaged in, nor shall Borrower permit any tenant, subtenant or occupant of any portion of the Property to engage in, any Excluded Business throughout the term of the Loans.

(p) No portion of the Property constitutes, and throughout the term of the Loans, no portion of the Property shall constitute "residential rental property" as such term is defined in Section 168(e)(2)(A) of the Code ("Residential Rental Property").

(q) Borrower does not own or operate, nor will it at any time during the term of the Loans own or operate, any asset or property other than the Property and incidental personal property necessary for the ownership or operation of the Property.

(r) All information known to Borrower, CFPFCD or any of their respective Affiliates, or which should have been known to any of them in the exercise of reasonable care, concerning (i) Borrower and the Property and (ii) all property (other than the Property) of Borrower, has been disclosed by Borrower to Lender to the extent that such information had or could reasonably be expected to have had a material impact on Lender's decision to make the Loans or enter into the Loan Documents.

(s) There are no facts or information known to Borrower, CFPFCD or any of their respective Affiliates, or which should have been known to any of them in the exercise of reasonable care, which would make any of the facts or information submitted by Borrower to Lender with respect to Borrower or the Property inaccurate, incomplete or misleading in any material respect.

(t) All documents and information provided by Borrower and CFPFCD to Lender and/or the Accountants are complete and accurate in all material respects and accurately describe the entire business of Borrower.

(u) Borrower has had no correspondence or any communication with, to or from the CDFI Fund, concerning non-compliance with, or deficiencies in, reporting practices.

(v) The officers of Borrower have determined that no officer, director, principal, employee or owner of Borrower are on the list of Specially Designated Nationals and Blocked Persons promulgated by the United States Department of the Treasury and located on the internet at <http://www.treas.gov/offices/enforcement/ofac/sdn/tl1sdn.pdf>.

(w) The assumptions underlying the Projections prepared by the Accountants are reasonable in all material respects and to the best knowledge of Borrower, are accurate and complete in all material respects based on all of the facts and circumstances known to Borrower as of the Effective Date.

(x) Borrower has fully and accurately stated in writing to Lender the nature of Borrower's business and of the goods or services it provides, Borrower's primary sources of revenue, and Borrower's primary expenditures, all of which is comprised in the Business. Borrower has no present plans or intentions to (i) change the nature of, or manner in which it conducts, the Business in any way that would cause to be untrue any of the representations, warranties or covenants set out in this Agreement, (ii) move or expand its operations to any location outside the Census Tract, or (iii) develop, construct or improve any property outside the Census Tract.

(y) The amount of reserves, receivables, assets and other items of working capital shown on the Projections is reasonable in all material respects based upon the reasonably anticipated costs of constructing and operating the Property by Borrower.

(z) Borrower reasonably expects that the term of each Lease does not exceed 80% of the anticipated useful life of the applicable portion of the Improvements.

(aa) No portion of the Property constitutes a "qualified low-income building" under Section 42 of the Code.

(bb) Borrower has no information or knowledge tending to indicate that Borrower might not satisfy all of the requirements of a QALICB.

(cc) Borrower reasonably expects the cost basis of the Improvements to equal or exceed 50% of the cost basis of the unimproved real property.

(dd) The Census Tract is in a Low-Income Community which is (i) located in a county not contained within a Metropolitan Statistical Area (MSA) (*i.e.* a Non-Metropolitan County), as defined pursuant to 44 U.S.C. 3504(e) and 31 U.S.C. 104(d) and Executive order 10253 (3 C.F.R. Part 1949-1953 Comp., p.758), as amended, with respect to the 2010 Census and as made available by the CDFI Fund; and (ii) identified as a "Food Desert," which is either: (A) a census tract determined to be a Food Desert by the U.S. Department of Agriculture (USDA), as identified in USDA's Food Desert Locator Tool; or (B) a census tract that qualifies as Low-Income Community and has been identified as having low access to a supermarket or grocery store through a methodology that has been adopted for use by another governmental or philanthropic healthy food initiative, to the extent Borrower's use of the Loans will increase access to healthy food, which meets the requirements set forth in Section 3.2(h) of the New Markets Tax Credit Program Allocation Agreement entered into by Lender (the "Allocation Agreement") for being considered "highly distressed".

(ee) Borrower has read and understood the Agreed Upon Procedures Report, dated as of the Effective Date, prepared by Novogradac & Company LLP (the "AUP Report").

(ff) Borrower has no information or knowledge tending to indicate that any of the matters described in the AUP Report or Borrower's representations set forth therein are inaccurate, incomplete or misleading in any material respect.

(gg) Borrower (i) was formed under the Alabama Nonprofit Corporation Law, Title 10A, Chapter 3 of the Code of Alabama 1975 and not a special state charter (and can act only in the ways that nonprofit corporations may act under the Alabama Nonprofit Corporation Law), (ii) does not have any

powers normally reserved to the State of Alabama (e.g., police powers, regulatory powers, the power to tax, the power – at least in the absence of legislative action – of eminent domain), (iii) does not have substantial and continuous reporting requirements directly to state legislative, executive or judicial authorities, and (iv) does not receive any state appropriations special to its nature.

2. **ADDITIONAL COVENANTS.** Borrower hereby covenants and agrees with Lender that, so long as any of the Loans remains outstanding:

(a) Borrower shall provide, at no cost to Lender, such reporting information as Lender may reasonably require to comply with the New Markets Tax Credit Program. Borrower shall provide Lender with such information as it or its Affiliates has in its possession and provide Lender with access to the Property and to tenants of the Property and subject to the terms of any lease and any sublease(s), assist Lender in obtaining information needed to maintain compliance with the New Markets Tax Credit Program requirements and in addition will provide any information required to be provided to the CDFI Fund. Such assistance shall include providing reasonable estimates to Lender where necessary or otherwise assisting Lender in obtaining such information. Such information shall be provided within a reasonable period after a specific request is made, and shall include, without limitation, the following:

- (i) the number of minority, woman or low income person-owned or controlled businesses at the Property;
- (ii) the number of minority, woman or low income persons employed by businesses at the Property;
- (iii) the number of persons employed by businesses at the Property;
- (iv) information regarding locally-owned companies involved in the improvement, and operation of the Property and the operation of the Business;
- (v) an estimate of the number of full-time equivalent jobs as of the date hereof, the projected full-time equivalent jobs to be created or retained, the jobs actually created or retained as a result of the financing, including an estimate of the number of permanent jobs held by low-income persons or residents of low-income communities as defined in Section 45D of the Code to the extent the latter information is available, and a breakdown of such jobs based on wages;
- (vi) the annual gross revenues of Borrower as of its fiscal year ending prior to the date hereof, the annual gross revenues of Borrower for each subsequent tax year;
- (vii) an estimate of the amount of taxes payable by Borrower after completion of construction, the amount of taxes paid by Borrower for the preceding tax year;
- (viii) the total construction costs (provided only through the Completion of the Improvements);
- (ix) the total construction costs funded by equity (provided only through the Completion of the Improvements); and
- (x) the total construction costs funded by public sources, if any (provided only through the Completion of the Improvements).

(b) Borrower shall not move or expand existing operations to any location other than the Property or develop, construct or improve any real property at any location other than the Property without the prior written consent of Lender (which consent may be granted or withheld in Lender's sole and absolute discretion).

(c) Borrower shall not use or convert the Property (or any portion thereof) into Residential Rental Property.

(d) If and to the extent Borrower is ever required to depreciate the Property for Federal income tax purposes, Borrower shall depreciate the Improvements over 39 years as nonresidential real property, except to the extent accelerated depreciation is allowed under the Code.

(e) Borrower will not be a bank, credit union or other financial institution.

(f) Fifty percent (50%) or more of the total gross income of Borrower shall (for each tax year throughout the term of the Loans) be derived from the active conduct of a qualified business (as defined in Section 45D(d)(3) of the Code and the related Regulations) within the Census Tract.

(g) Fifty percent (50%) or more of the services performed for Borrower by its employees (or employees of any Affiliate of Borrower that is primarily engaged in providing services to Borrower), as determined in the manner set forth in Section 1(h) of this Addendum, shall (for each tax year throughout the term of the Loans) continue to be performed within a Low-Income Community.

(h) Fifty (50%) or more of the use of the tangible property of Borrower (whether owned or leased), as determined in the manner set forth in Section 1(g) of this Addendum, shall (for each tax year throughout the term of the Loans) be within the Census Tract (*provided, however*, that for any taxable year in which Borrower has no employees, at least 85% of the use of Borrower's tangible property (whether owned or leased) will be within the Census Tract).

(i) Borrower shall not purchase, acquire or allow the build-up of Nonqualified Financial Property to the extent such purchase, acquisition or build-up would cause the aggregate bases of Borrower's Nonqualified Financial Property to be 5% or more of the aggregate unadjusted bases of all property of Borrower nor shall Borrower dispose of any asset if the disposition would cause the aggregate bases of Borrower's Nonqualified Financial Property to be 5% or more of the aggregate unadjusted bases of all property of Borrower. Borrower shall provide to Lender (upon request) a true, correct, and complete listing of any Nonqualified Financial Property owned by Borrower, including therein the unadjusted basis of such property, and shall maintain records thereof throughout the term of the Loans.

(j) Section 6.3 of the Credit Agreement is incorporated herein by reference. No tenant, subtenant or occupant of the Property shall be engaged in any Excluded Business nor shall Borrower permit any tenant, subtenant or occupant to engage in (i) the rental of Residential Rental Property or (ii) any Excluded Business. Borrower shall provide to Lender (upon request) copies of all rent rolls, leases, and subleases, modifications, amendments, renewals and extensions of any leases, together with information as to the tenant, the tenant's business, and the lease term, promptly after such documents become available.

(k) Borrower shall not acquire any Collectible to the extent that, after such acquisition, the aggregate bases of Collectibles owned by Borrower would equal or exceed 5% of the aggregate unadjusted bases of all property of Borrower nor shall Borrower dispose of any asset if the disposition would cause the aggregate bases of Collectibles owned by Borrower to equal or exceed 5% of the aggregate unadjusted bases of all property of Borrower. Borrower shall provide to Lender (upon request)

a true, correct, and complete listing of any Collectibles owned by Borrower, including therein the unadjusted basis of such property, and shall maintain records thereof throughout the term of the Loans.

(l) Borrower shall not conduct any Excluded Business, nor shall Borrower permit any tenant, lessee, sublessee or other user or occupant of the Property to (i) engage in the rental of Residential Rental Property or (ii) conduct any Excluded Business.

(m) Borrower shall be a QALICB and shall take all actions necessary to maintain such status required by Section 45D of the Code and the related Regulations.

(n) Borrower shall take all actions within its control necessary to maintain the status of each of the Loans as a QLICI, including, without limitation, not making any unscheduled prepayment of the Loans not specifically permitted in the Credit Agreement.

(o) Borrower shall comply with any request by Lender in connection with the duties and obligations of Borrower under Section 45D of the Code to prevent a recapture of NMTCs, provided that any such request will not adversely affect the economic terms and conditions of the Loans for Borrower or any of Borrower's obligations hereunder in any material manner.

(p) Borrower shall not take any action which would cause Borrower to (i) cease to be a QALICB pursuant to Section 45D of the Code and the related Regulations or (ii) prepay all or any portion of the Loans other than as permitted under the Loan Documents.

(q) Borrower shall not take any action which would cause Lender to be in default under any agreement by and between Lender and the CDFI Fund, if Lender first informs Borrower that such action would cause such default, unless the failure by Borrower to take such action would cause Borrower to be in default under any Loan Documents or would also adversely affect the economic terms and conditions of the Loans for Borrower or any of Borrower's obligations hereunder in any material manner.

(r) Borrower shall provide Lender with all information reasonably requested by Lender (i) to complete any reporting to Lender's members or partners, as applicable, in connection with the NMTC resulting from the Loans, (ii) in connection with Lender's NMTC reports and audits, including those made by the CDFI Fund's Community Investment Impact System, and (iii) in connection with any application to be made by Lender to the CDFI Fund for additional allocations of NMTC authority.

(s) Borrower shall comply with the requirements imposed by the New Markets Tax Credit Program on the Property pursuant to Section 45D of the Code and the related Regulations.

(t) Borrower shall only use proceeds of the Loans as set forth in the Credit Agreement and shall not use proceeds of the Loans in connection with any other property or business of Borrower (no permission for the ownership or operation of any such other property or business being implied).

(u) Borrower shall prepare all required federal, state or local income tax returns or reports in a manner consistent with its ownership of the entire Property, including any portion of the Property leased by Borrower to any other Person.

(v) Borrower is currently and throughout the term of the Loans shall be engaged in activities that further its nonprofit purpose, and, assuming that Borrower's Form 1023, Application for Recognition of Exemption, is approved by the IRS, Borrower shall maintain its exempt nonprofit status under Section 501(c)(3) of the Code.

(w) Borrower shall (i) treat the Loans as indebtedness for all purposes and (ii) shall treat each Lease as a lease for all purposes, and shall not take any positions contrary to such treatment.

(x) No portion of the Property will constitute a "qualified low-income building" under Section 42 of the Code.

(y) Borrower shall provide to Lender such information and sign such documents as are reasonably necessary for Lender and its members to make timely, accurate and complete submissions of (i) federal and state income tax returns, (ii) reports to governmental agencies, and (iii) any other reports required to be delivered to Lender, Fund or their respective members or partners, as applicable.

(z) Borrower shall not permit a change in control or ownership of interests in Borrower or the Business which would result in (i) Lender, (ii) any member of Lender, (iii) CCE or (iv) Bank having NMTC Control (as such term is defined in Section 1.45D-1(d)(6)(ii)(B) of the Regulations) of Borrower.

(aa) Borrower shall not discontinue conducting the Business, shall not relocate, expand or materially change the nature of its business, and shall not materially change the manner in which its business activities are conducted, other than changes in the nature of its business or the manner in which it conducts its business that do not cause such business to cease to be a qualified business (as defined in Section 45D(d)(3) of the Code and the related Regulations) of Borrower or to cease to continue as a QALICB (as determined by Lender in its good faith judgment and based upon the advice of counsel) and which are otherwise permitted hereunder.

(bb) Borrower shall utilize all proceeds of the Loans within 12 months of the Effective Date.

(cc) Borrower will certify in writing to Lender that it remains in compliance with the provisions hereof, including in such certification the current percentages or ratios under the above sections that are applicable to Borrower at such time, by providing a certificate substantially in the form attached hereto as Attachment 1 as set forth in Section 5.2(g) of the Credit Agreement.

(dd) Borrower shall engage solely in the ownership, development, operation and management of the Property.

(ee) Borrower is and shall continue to be a corporation for federal income tax purposes during the term of the Loans and shall file all returns consistent therewith.

(ff) Borrower shall promptly notify Lender of any risk of noncompliance to this Addendum.

(gg) In no event shall any leases, amendments or subleases be entered into that would constitute a transfer of the ownership of the Property for federal income tax purposes.

(hh) Except as set forth in Section 6.3 of the Credit Agreement, Borrower shall not lease any portion of the Property at any time during the term of the Loans.

(ii) Borrower shall maintain its funds and other assets separate from those of any other Person and shall not participate in a cash management system with any other Person unless any funds of Borrower which are maintained or deposited in such cash management system can at all times be identified as funds owned by Borrower. Borrower shall maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Borrower's assets shall not be listed as assets on the financial statement of any other Person, and Borrower shall have its own separate financial statements

(jj) Borrower does not currently guarantee and shall not guarantee or become obligated for the debts of any other Person or pledge its assets for the benefit of any Person and does not and shall not hold itself out as being responsible for the debts or obligations of any other Person. Borrower shall not acquire obligations or securities of its Affiliates.

(kk) Borrower shall collaborate with Lender with respect to the response to be made to any 90 calendar day notice of noncompliance and ability to cure the provisions hereof provided by the CDFI Fund to Lender pursuant to the Allocation Agreement.

(ll) Borrower shall not by its action or inaction cause a recapture of NMTCs.

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ATTACHMENT 1

COMPLIANCE CERTIFICATE

In order to ensure that each of the loans made by PACESETTER CDE X, LLC, a Texas limited liability company ("Lender"), to COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), on July 11, 2014 (the "Effective Date") qualify as a "qualified low-income community investment" (a "QLICP"), Borrower hereby certifies that it is a "qualified active low-income community business" (a "QALICB"), as such terms are defined by Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 1.45D-1(d)(4) of the Regulations.

1. Capitalized terms not otherwise defined in this Compliance Certificate (this "Certificate") have the meanings set forth in the New Markets Tax Credit Addendum to Credit Agreement attached as Exhibit A to that certain Credit Agreement, dated as of the Effective Date, by and between Lender and Borrower (as such Credit Agreement may be amended, assigned, restated, modified, or supplemented).

2. Borrower acknowledges and agrees that Borrower is and will remain a QALICB. Accordingly, Borrower hereby certifies that, as of the date hereof:

(a) The ratio of (i) the average value of the tangible property owned or leased by Borrower and used by Borrower during the current fiscal year of Borrower to date within any "low-income community" as such term is defined in Section 45D of the Code and the related Regulations, to (ii) the total average value of the tangible property owned or leased by Borrower and used by Borrower in the current fiscal year to date, is no less than 50% (*provided, however, that for any taxable year in which Borrower has no employees, the foregoing reference to "50%" shall be replaced with "85%"*). For purposes of the preceding sentence, tangible property owned by Borrower has been valued at its cost basis as determined under Section 1012 of the Code and tangible property leased by Borrower has been valued at a reasonable amount established by Borrower and reasonably acceptable to Lender.

(b) Less than 5% of the average aggregate unadjusted bases of Borrower's property is attributable to collectibles (as defined in Section 408(m)(2) of the Code). Borrower has provided Lender a true, correct and complete listing of any collectables owned by Borrower, which listing includes the unadjusted bases of such property.

(c) Less than 5% of the average aggregate unadjusted bases of Borrower's property is attributable to nonqualified financial property (as defined in Section 1397C(e) of the Code). Borrower has provided Lender with a true, correct and complete listing of any non-qualified financial property owned by Borrower, which includes the unadjusted bases of such property.

(d) Neither Borrower's nor any tenant of Borrower's business activities nor any tenant's business activities at the Property include operation of any Excluded Business.

(e) Neither Borrower nor any tenant of Borrower is (i) renting Residential Real property or (ii) a business operating any Excluded Business as of the date of this Certificate.

(f) Borrower owns the Land and the improvements thereon. Borrower leases portions of the Property to tenants.

- (g) No portion of the Property constitutes Residential Rental Property.
- (h) At least 50% of the total gross income of Borrower is, will be, and shall (for each tax year throughout the term of the Loans) continue to be derived from the active conduct of a qualified business (as defined in Section 45D(d)(3) of the Code and the related Regulations) within the Census Tract.
- (i) If applicable, at least 50% of the services performed for Borrower by its employees (or employees of any Affiliate of Borrower that is primarily engaged in providing services to Borrower) is, will be and shall continue to be performed on the Property. The percentage of services performed is determined based on the total amount paid by Borrower for employee services performed on the Property during the taxable year compared to the total amount paid by Borrower for employee services during the taxable year.
- (j) Borrower is currently and throughout the term of the Loans shall be engaged in activities that further its nonprofit purpose, and, assuming that Borrower's Form 1023, Application for Recognition of Exemption, is approved by the IRS, Borrower shall maintain its exempt nonprofit status under Section 501(c)(3) of the Code.
- (k) Based solely on data from the CDFI Fund, the Property is located in highly distressed census tract numbers 01003011501 and 01003011502 (collectively, the "Census Tract") and the Census Tract is in a low-income community (as defined in Section 45D(e) of the Code and the Regulations).
- (l) The nature of the Business, and Borrower's primary sources of revenue, is the development and use of the Property, and Borrower's primary expenditures are projected to be as set forth in the Projections. Borrower has no present plans or intentions to change the nature of or manner in which it conducts the Business which would cause it not to be in accordance with the provisions of this Section 2(l).

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

IN WITNESS WHEREOF, the Borrower has caused this Compliance Certificate to be duly executed on _____, 20____.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name:

Title:

(Authorized Signatory)

EXHIBIT B

PROJECT BUDGET

[attached behind]

EXHIBIT C

QALICB QUESTIONNAIRE

Entity Name: COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower")

Effective date of report: _____

Date report prepared: _____

Name of person preparing report: _____

Phone number: _____

Defined terms: Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Credit Agreement to which this Exhibit C is attached (as such Credit Agreement may be amended, assigned, restated, modified, or supplemented).

<i>No.</i>	<i>Question</i>	<i>Explanation / Response</i>
1.	Has there been any default, with or without notice, or conditions which if unchanged may lead to a default or an Event of Default under the Loan Documents or any Lease? Describe:	
2.	Are all required taxes currently paid? If not, how much is unpaid to whom and why?	
3.	Is all required insurance bound and paid for through the date of this report? If not, explain:	
4.	Is there any material fact which may substantially alter projected payments of interest and/or principal as set forth in the Projections? Explain:	
5.	If applicable, has CFPFCD or any other member of Borrower pledged or collateralized any of its interest in Borrower? Explain:	
6.	Has any Affiliate of Borrower received any distributions, compensation, or reimbursed expenses during the quarter? If so, please provide detail:	
7.	Has Borrower borrowed any money this period (secured or unsecured) from any Person for any reason, including operating deficit loans? If so, please provide a detailed breakdown of all such loans:	

8.	Was there any natural disaster or other incident creating property damage this period that might have an adverse impact on construction or operations? If so, please provide detail:	
9.	If applicable, during the period, did any member or partner of Borrower or CFPFCD die, dissolve, or go bankrupt? Provide details and an explanation of the impact on Borrower.	
10.	Were there any conditions or circumstances this period which reduced or might be expected to reduce below projected levels the amount of New Market Tax Credits available to Lender's members or partners, as applicable? Explain:	
11.	Were there violations of any health, safety, building code, or other statutes or regulations by Borrower? Please explain and provide detail:	
12.	Are there any material lawsuits or other legal proceedings, threatened or actual, against Borrower or CFPFCD which had or could reasonably be expected to have a Material Adverse Effect on Borrower or CFPFCD? Provide copies of all court filings or description of any such action or threatened action.	
13.	Are there any operating or reserve accounts which were required to be funded that have not been funded to required levels?	
14.	If applicable, are there any shareholder distributions that were required to be made by Borrower or CFPFCD that have not been made?	
15.	If applicable, is Borrower or CFPFCD owed any advances by its members or partners, as applicable, or its Affiliates?	
16.	Has the Internal Revenue Service made any claims against Borrower or CFPFCD or are you aware of any upcoming audits of Borrower or CFPFCD?	

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

IN WITNESS WHEREOF, the Borrower has caused this QALICB Questionnaire to be duly executed on _____, 20__.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name:

Title:

(Authorized Signatory)

EXHIBIT D

ANNUAL NEW MARKET TAX CREDIT PROGRAM CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR SURVEY

The New Markets Tax Credit ("NMTC") Program, established by Congress in December 2000, is aimed at stimulating economic opportunity and job creation and improved goods and services in low income communities. The development of the building which your organization is sponsoring has been financed, in part, with NMTC investments. The private investment produced by the NMTC Program is expected to result in the creation of jobs and material improvement in the lives of residents of low-income communities. This survey is designed to help assess the outcomes of the NMTC investment has achieved.

Date of Project Completion: _____

Contract or Subcontract Amount: _____

A. General Project Information

1. Name of Firm: _____

2. Address of Firm: _____

3. Person completing form: Name _____
Title _____
Phone _____
Email _____

4. Address of Project: _____

5. Is your firm owned or controlled by a
Minority ☐ Yes ☐ No
Woman ☐ Yes ☐ No
Low-income individual* ☐ Yes ☐ No

6. This question is to be completed by the contractor only: Please attach a list of names, address and subcontract amounts for each subcontractor. Also indicate whether the firm is minority or woman owned, or owned by a low income person.*

** Low income is defined as any individual having an income adjusted for family size, of not more than 80% of the Statewide Area Median Income*

B. Jobs Creation Information (Construction)

1. How many construction jobs are **projected** to be created during the project? _____
How did you derive this estimate?

2. How many construction jobs have been created from start of construction through present? _____
How do you track this data? _____

3. What percentage of construction jobs pay the Davis-Bacon prevailing wage rate? _____

4. Please provide the average and median compensation for each job type and trade. Attach a compensation schedule to the end of this form. *(Please convert hourly wages to annual equivalents by multiplying hourly wage by 2,080 hours/year.)*

5. Please provide the following information for each of your employees that work on this project. If name cannot be provided, provide the title of the employee. Note, this information solely is used to calculate the % of employees who live in Low Income Communities.

Employee Name/ or Other Identifier	% of the Time that the Employee works at the Project	Employee Address

*If additional space is required, please attach a list to the end of this document.

6. Describe the workforce and social service agencies that were used to locate and recruit low income persons to fill construction jobs:

Agency	Agency Address	Agency Contact	# of persons placed into construction jobs by agency

7. Describe any additional efforts you use to fill construction jobs with local or low income persons.

8. What type of benefits do the construction workers receive? Check all that apply.

- ☐ Health Insurance
- ☐ Dental Insurance
- ☐ Long term Disability
- ☐ Short term Disability
- ☐ Retirement
- ☐ Paid vacation
- ☐ Paid sick time
- ☐ Job Training (either on or off the job training), describe:

☐ Career advancement opportunities, describe:

☐ Education assistance, describe:

☐ Child care or child care support or subsidy

☐ Flexible schedules

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EXHIBIT E

INSURANCE REQUIREMENTS

*Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Credit Agreement to which this Exhibit E is attached (as such Credit Agreement may be amended, assigned, restated, modified, or supplemented).

Type	Amount	Certificate/Policy/Endorsement Requirements
Borrower's Commercial General Liability	\$1,000,000 per occurrence, combined single limit, \$2,000,000 aggregate.	Name Fund and Lender as Additional Insured as their interests may appear using approved endorsements with defense provided in addition to policy limits for indemnitees and products, personal injury, completed operation coverage for 24 mo. and cross liability if more than one Named Insured.
Borrower's Commercial Excess/Umbrella Liability	\$2,000,000 (minimum for loans up to \$1MM) \$5,000,000 (minimum for loans \$1MM and higher).	Name Fund and Lender as Additional Insured as their interests may appear.
Borrower's Worker's Comp. and Employer's Liability (if applicable) <i>[Note: such coverage will only be required if Borrower [or tenant] has employees.]</i>	Statutory limits and \$1,000,000 minimum per accident.	"All States" Endorsement if applicable.
Borrower's or Contractor's Special/All Risk Builder's Risk during Construction <i>[Note: Delayed opening coverage and/or terrorism coverage may be waived on a case by case basis with credit approval.]</i>	100% Insurable Value (if have appraisal, replacement cost basis (excluding land); if no appraisal-- for new construction, calculated as construction contract value less land, foundation costs and architect's fees; for rehab, calculated as estimate of core and shell plus construction budget for rehab).	Name Lender as Mortgagee and Loss Payee and Owner as Insured. <i>[Owner as Additional Named Insured if supplied by 3rd party Contractor].</i> Completed value, Non- Reporting form with no coinsurance requirement, <i>[delayed opening (delay in start-up and grant the insured permission to occupy prior to completion)].</i> <i>[Policy shall not contain exclusion for terrorist losses. If such exclusion exists a separate Terrorism policy covering Certified Acts of Terrorism in an amount equal to the full replacement cost or the loan amount, whichever is less.]</i> All deductibles/self insured retentions shall be clearly evidenced.
Borrower's Special Cause of Loss/All Risk Hazard <i>[Note: Terrorism coverage is not required for NMTC investments.]</i>	100% Insurable Value (if have appraisal, replacement cost basis (excluding land); if no appraisal-- for new construction, calculated as construction contract value less land, foundation costs and architect's fees; for rehab, calculated as estimate of core and shell plus construction budget for rehab)	Name Lender as Mortgagee and Loss Payee and Owner as Insured. <i>[Owner as Additional Named Insured if supplied by 3rd party.]</i> Completed value, Non- Reporting form with no coinsurance requirement and grant the insured permission to occupy prior to completion. Include a non-contributing mortgagee clause and an Ordinance or Change in Law endorsement equal to 25% of the property insurance limit <i>[50% if the bldg is over 10 yrs old; 10% if new construction or adding to existing project but not gut rehab].</i> If the real property is a condominium or a co-op, additional insurance from the Condominium Association or the Co-op Board is required showing adequate insurance of the structure. All deductibles/self insured retentions shall be clearly evidenced.

Borrower's Windstorm, if project is located in a Windstorm Zone	100% Insurable Value (if have appraisal, replacement cost basis (excluding land); if no appraisal-- for new construction, calculated as construction contract value less land, foundation costs and architect's fees; for rehab, calculated as estimate of core and shell plus construction budget for rehab)	Name Lender as Mortgagee and Loss Payee.
Contractor's Commercial Excess/Umbrella Liability	\$1,000,000 (minimum for loans up to \$1MM) \$5,000,000 (minimum for loans \$1MM and higher)	Name Fund, Lender, and Borrower as Additional Insured as their interests may appear. <i>[Owner as Additional Named Insured if supplied by 3rd party Contractor].</i>
Boiler & Machinery Insurance	100% Replacement Cost	Name Lender as Mortgagee and Loss Payee. (Required if a central HVAC system exists or if the bldg is relying on equipment & machinery to operate elevators, escalators and the like.)
Borrower's Earthquake Insurance (Applicable to properties in Seismic Zones 3 & 4 and FM Zones 40 & 70. An evaluation of the potential for earthquake damage is required.)	To be determined	Name Lender as Mortgagee and Loss Payee.
Borrower's Business Interruption /Loss of Rents (if applicable) <i>[Note: such coverage will only be required if the Borrower leases the project and collects rent.]</i>	To be determined	Name Lender as Mortgagee and Loss Payee. (Extension to the Special Cause of Loss policy providing protection if a loss occurs and the tenants abate rent).
Contractor's Commercial General Liability	\$1,000,000 per occurrence, combined single limit, \$2,000,000 aggregate	Name Fund and Lender as Additional Insured as their interests may appear.
Flood Insurance	To be determined	Name Lender as Mortgagee and Loss Payee.

Additional Requirements:

1. For the Fund: Certificate holder as non-contributing Additional Insured clause shall read as "Chase NMTC CAFFM Investment Fund, LLC, a Delaware limited liability company, and its successors and/or assigns." For Lender, such clause shall read "Pacesetter CDE X, LLC, a Texas limited liability company, and its successors and/or assigns."
2. Certificate must reference the property description or address, full name of insurance company and term of policy.
3. Blanket policies: Certificate must identify the secured property by address and show the sum insured or state replacement value.
4. Certificate must provide for 30 days notice of adverse change, cancellation or non-renewal ("endeavor to" verbiage is not acceptable).
5. Evidence of liability insurance must be presented on an **Acord 25 form** certificate or on a form approved by Fund and Lender. Builder's risk and special cause of loss, hazard and property must be on an **Acord 27(Personal Property)/28 (Commercial Property) form** certificate or on a form approved by the Investment Fund(s) and CDEs.

- | |
|---|
| 6. Company Insuring must be rated not less than "A-" VIII or better by A.M. Best Co., in Best's Rating Guide. |
| 7. Waiver of Subrogation against named Additional Insured. |
| 8. Loan documentation may have the right to force place special cause of loss, hazard and property insurance and flood insurance (if applicable) if there is a lapse in coverage. |

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EXHIBIT F

COMMUNITY BENEFITS AGREEMENT

[attached behind]

This Instrument prepared by
and should be returned to:

Jones Day
Attn: Patrick J. Cronin
100 High Street, 21st Floor
Boston, MA 02110
(617) 449-6930

STATE OF ALABAMA)

BALDWIN COUNTY)

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

by

COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC.,
an Alabama nonprofit corporation,
as "Grantor"

to

PACESETTER CDE X, LLC,
a Texas limited liability company,

as "Grantee"

Dated as of July 11, 2014

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EXHIBIT A: Description of Property

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Mortgage") is executed as of July 11, 2014 (the "Effective Date"), by COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Grantor"), to PACESETTER CDE X, LLC, a Texas limited liability company ("Grantee").

ARTICLE I GRANT

Section 1.01. Grant. For the purposes and upon the terms and conditions in this Mortgage, Grantor irrevocably grants, conveys, and assigns to Grantee, with power of sale and right of entry and possession, Grantor's interest in the real property located in Baldwin County, Alabama, which is described in Exhibit A attached hereto and incorporated herein by reference (the "Land") and made a part hereof, which Grantor is now seized and possessed and in actual possession, together with:

(a) all right, title, and interest of Grantor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues, alleys, easements, rights-of-way, gaps and gores, if any, adjoining the said real property and any and all other, further, and additional right, title, or interest of any kind in or to said Land that at any time may be acquired by Grantor, all of which when acquired by Grantor shall be and become part of said real property;

(b) all improvements now or hereafter situated thereon including all of Grantor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to said real property and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to said real property and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property delivered to said real property from time to time; and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of Grantor in and to all property of any nature whatsoever, now or hereafter situated on said real property or intended to be used in connection with the operation thereof, all of which, to the extent permitted by law, shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all Persons claiming by, through or under them and shall be deemed to be a portion of the security for the Secured Obligations (defined below);

(c) all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of said real property or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor including but not limited to all of Grantor's sewer capacity rights, all other capacity rights, and Grantor's rights under contracts, all building permits, driveway permits, and other permits, agreements, approvals, entitlements, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposits and sums paid affecting said real property, condemnation proceeds and insurance proceeds paid with respect to said real property, and all rents, profits, issues and revenues of said real property from time to time accruing, under the Leases (defined below). In addition, Grantor hereby assigns, transfers and conveys to Grantee, its successors and assigns, all of Grantor's right, title and interest in, to and under all Leases, together with all Rents (defined below); subject, however, to the conditional permission given to Grantor hereunder to collect the rents under any such Leases;

(d) all right, power, privilege, option, title and interest of Grantor in and under all present or future accounts, deposit accounts, investment property, documents, instruments, chattel paper, and general intangibles (including "payment intangibles") relating to said real property, as the foregoing terms are defined in the UCC (defined below), all deposits, monies or escrows held by Grantee or Grantee's agents or Affiliates (as defined in the Credit Agreement) or any accounts established pursuant hereto or pursuant to any other Loan Documents (as defined in the Credit Agreement), and all contract rights, Leases, derivative investments, letters of credit, and rate cap agreements, including casualty insurance policies and liability insurance policies, trade names, trademarks, service marks, logos, copyrights, goodwill, franchises, books, records, plans, specifications, permits, licenses, approvals, actions, claims under the United States Bankruptcy Code or any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, and causes of action which now or hereafter relate to, are derived from or are used in connection with said real property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

(e) all insurance proceeds payable to Grantor in connection with any damage or harm to relating to said real property, and any and all awards and other compensations arising from the exercise of the right of eminent domain, or any purchase in lieu thereof, over all or any part of said real property or the improvements thereon or any easement or appurtenances thereof, including any award for severance or consequential damages or for any change in the grade of streets;

(f) all of Grantor's right, title and interest, in and to all plans and specifications, and all construction, architectural, design, engineering, personal property, security and all other agreements regarding the development, construction, leasing, management or operation of said real property or the buildings, structures, or other improvements situated or to be situated thereon, and any other similar agreements that Grantor has entered into or in the future may enter into with respect to said real property or the buildings, structures, or other improvements situated or to be situated thereon, together with all additions thereto, substitutes therefor and modifications thereof;

(g) any refunds payable to Grantor with respect to the property resulting from any appeal or reassessment of real property taxes thereof, and together with any refunds or reimbursements payable with respect to bonds, escrow accounts or reimbursements payable in connection with the use, development and ownership of said real property; and

(h) all of Grantor's right, title and interest, if any, in and to all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (said real property and the other property described above are collectively referred to herein as the "Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

TO HAVE AND TO HOLD the Property, unto Grantee and Grantee's substitutes, successors and assigns, forever, to secure the payment of the Secured Obligations and to secure the performance of Grantor's obligations herein, and Grantor does hereby bind Grantor and Grantor's heirs, legal representatives, successors and assigns, to warrant and forever defend the Property unto Grantee and Grantee's substitutes, successors and assigns, forever, against the claim or claims of all Persons (defined below) whomsoever claiming or to claim the same, or any part thereof, subject to the Permitted Encumbrances (as defined in the Credit Agreement (defined below)).

Section 1.02. Address. The addresses of the Property are 20733 Mifflin Road, Foley, Alabama 36535 and 410 East Section Avenue, Foley, Alabama 36535. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

Section 1.03. Advance Under the Mortgage. The principal indebtedness evidenced by the Notes (as defined below) is being advanced in a lump sum.

ARTICLE II OBLIGATIONS SECURED

Section 2.01. Obligations Secured. Grantor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and, collectively, the "Secured Obligations");

(a) payment to Grantee of all sums at any time owing and performance of all other obligations arising under or in connection with the following:

(i) that certain QLICI Loan A-1 Note, executed on the Effective Date, in the original principal amount of ONE MILLION THREE HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (U.S. \$1,352,600), with interest as provided therein, executed by Grantor for the benefit of Grantee or its successors or assigns, and maturing on December 31, 2043;

(ii) that certain QLICI Loan A-2 Note, executed on the Effective Date, in the original principal amount of FOUR MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (U.S. \$4,597,800), with interest as provided therein, executed by Grantor for the benefit of Grantee or its successors or assigns, and maturing on December 31, 2043;

(iii) that certain QLICI Loan B-1 Note, executed on the Effective Date, in the original principal amount of SIX HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (U.S. \$647,400), with interest as provided therein, executed by Grantor for the benefit of Grantee or its successors or assigns, and maturing on December 31, 2043;

(iv) that certain QLICI Loan B-2 Note, executed on the Effective Date, in the original principal amount of ONE MILLION FOUR HUNDRED TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (U.S. \$1,402,200), with interest as provided therein, executed by Grantor for the benefit of Grantee or its successors or assigns, and maturing on December 31, 2043; and

(v) the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the notes referred to in (i) through (iv) above (such notes, as the same may be amended, extended, modified, supplemented, restated, refinanced, substituted or renewed, being referred to herein individually as a "Note" and collectively as the "Notes"), whether or not specifically referenced therein, and as set forth in that certain Credit Agreement, dated as of the Effective Date, by and between Grantor and Grantee (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Credit Agreement");

(b) payment and performance of all obligations of Grantor under this Mortgage, together with all advances, payments or other expenditures made by Grantee, in accordance with the terms hereof following the occurrence and during the continuance of an Event of Default, as or for the payment or performance of any such obligations of Grantor;

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby;

(d) payment to Grantee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Grantee in connection with any Secured Obligation;

(e) payment and performance of all funds advanced by Grantee to or for the benefit of Grantor pursuant hereto or pursuant to any other Loan Document (as defined in the Credit Agreement); and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including, without limitation, (i) modifications, extensions or renewals at a different rate of interest; or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

Section 2.02. Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including, without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation. In the event any portion of the sums intended to be secured by this Mortgage cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

Section 2.03. Incorporation. All terms of the Secured Obligations are herein by reference and made a part hereof. All Persons (as defined in the Credit Agreement) who may have or acquire an interest in the Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) any Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE III ASSIGNMENT OF RENTS

Section 3.01. Assignment. For the purposes and upon the terms and conditions set forth herein, Grantor irrevocably assigns to Grantee all of Grantor's right, title and interest in, to and under all leases, subleases, licenses, rental agreements and other agreements of any kind, whether oral or written, pursuant to which a party holds rights of occupancy of any of the Property (including without limitation the Leases (as defined in the Credit Agreement)), whether each is existing as of the Effective Date or at any time hereafter entered into, together with all guarantees of and security for any tenant's, subtenant's, lessee's or sublessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Property (collectively, "Rents"). This assignment shall not impose upon Grantee any duty to produce Rents from the Property, nor cause Grantee to be: (x) a "mortgagee in possession" for any purpose; (y) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (z) responsible for any waste committed by any Person at any time in possession of the Property or any part thereof, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property, unless and until Grantee have taken possession (including through the appointment of a receiver) pursuant to the exercise of remedies under this Mortgage or the other Loan Documents. This is an absolute assignment, not an assignment for security only, and the right of Grantee to Rents is not contingent upon and may be exercised without taking possession of the Property. Grantor agrees to execute

and deliver to Grantee, within 5 calendar days of written request from Grantee, such additional documents as Grantee may reasonably request to further evidence the assignment to Grantee of any and all Leases and Rents. Grantee, at Grantee's option and without notice to Grantor, may notify any lessee or tenant of this assignment of the Leases and Rents.

Section 3.02. Protection of Security. To protect the security of this assignment, Grantor agrees:

(a) at Grantor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Grantor assigns to Grantee all of Grantor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Grantor to exercise any such rights or powers without the prior written consent of Grantee (such consent in Grantee's sole and absolute discretion) shall be an Event of Default (defined below) hereunder;

(b) at Grantor's sole cost and expense, in accordance with Section 5.12 of the Credit Agreement, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all fees, costs and expenses of Grantee and their respective Affiliates (as defined in the Credit Agreement), including reasonable attorneys' fees, costs, and expenses, in any such action in which Grantee or its respective Affiliates may appear;

(c) that, should Grantor fail to do any act required to be done by Grantor under a Lease, then Grantee, but without obligation to do so and without notice to Grantor and without releasing Grantor from any obligation hereunder, may make or do the same in such manner and to such extent as Grantee deems necessary to protect the security hereof, and, in exercising such powers, Grantee may employ attorneys and other agents, and Grantor shall pay all reasonable fees, costs and expenses costs, including reasonable attorneys' fees, costs, and expenses, incurred by Grantee, or their respective agents or Affiliates, in the exercise of the powers granted herein. Grantor shall give prompt notice to Grantee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Grantor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof; and

(d) to pay to Grantee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, costs and expenses, together with interest thereon from the date of demand at the highest applicable interest rate set forth in Section 9 of the Notes, and the same, at the option of Grantee, may be added to any Secured Obligation and shall be secured hereby.

Section 3.03. License. Grantee confers upon Grantor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Event of Default; *provided, however,* that prior to written notice given by Grantee to Grantor of the occurrence and continuance of an Event of Default, Grantor shall collect and receive all Rents and revenues of the Property as trustee for the benefit of Grantee. Upon the occurrence of any Event of Default, the License shall be automatically revoked, and Grantee may, at the option of Grantee and without notice to Grantor, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court (to which appointment Grantor hereby expressly consents): (a) enter, take possession of, manage and operate the Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Grantee deems proper to protect the security hereof; and (d) either with or without taking possession of the Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage.

The entering and taking possession of the Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Event of Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Grantee the right to possession, except as provided in this Mortgage.

ARTICLE IV RIGHTS AND DUTIES OF THE PARTIES

Section 4.01. Title. Grantor warrants that, except as disclosed to Grantee in that certain first mortgage title insurance policy Grantor is providing Grantee in accordance with the Credit Agreement, Grantor (i) lawfully possesses and holds good and indefeasible fee simple title to the Land and the improvement on the Land and (ii) has not encumbered any other item of the Property, without limitation on the right to encumber, as herein provided, and that Grantor intends that this Mortgage create and constitute a valid first priority lien on the Property.

Section 4.02. Taxes and Assessments. Section 5.18 of the Credit Agreement is incorporated herein by reference and made a part hereof.

Section 4.03. Performance of Secured Obligations. Grantor shall promptly pay and perform each Secured Obligation when due.

Section 4.04. Liens, Encumbrances and Charges. Section 6.2 of the Credit Agreement is incorporated herein by reference and made a part hereof.

Section 4.05. Insurance; Casualty or Condemnation. Section 5.7 and Exhibit E of the Credit Agreement are incorporated herein by reference and made a part hereof.

Section 4.06. Taxes and Other Liens. Section 5.3 of the Credit Agreement is incorporated herein by reference and made a part hereof.

Section 4.07. Books and Records. Sections 5.8 and 5.9 of the Credit Agreement are incorporated herein by reference and made a part hereof.

Section 4.08. Maintenance and Preservation of Property. Subject to the provisions of any Secured Obligation, Grantor covenants:

(a) to keep the Property in good condition and repair;

(b) without the prior written consent of Grantee (such consent in Grantee's reasonable discretion), not to (i) remove or demolish the Property (permitted Transfers, as defined below, excepted), (ii) materially alter or add to the Property, or (iii) commit or permit waste of the Property, except as reasonably contemplated by Grantor to maintain, preserve, or increase the value of the Property or its utility to the business of Grantor on the Property or to comply with any requirements described in clause (e) below

(c) without the prior written consent of Grantee (such consent in Grantee's reasonable discretion), not to initiate or acquiesce in any change in any zoning or other land classification which affects the Property;

(d) to restore promptly and in good workmanlike manner any portion of the Property which may be damaged or destroyed, unless Grantee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in Section 4.05;

(e) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability, except where and to the extent that the failure to comply or suffering of a violation could not reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement) on or to Grantor or the Property.

Section 4.09. Hazardous Substances; Environmental Provisions. Pursuant to the Environmental Indemnity (as defined in the Credit Agreement), Grantor and CFPFCD (as defined in the Credit Agreement) have fully indemnified Grantee for certain environmental matters concerning the Property, as more particularly described therein. All terms, conditions, obligations, and agreements set forth the Environmental Indemnity are incorporated herein by reference and made a part hereof and this Mortgage shall secure the obligations of Grantor and CFPFCD thereunder. Grantor agrees to abide by all terms, conditions, obligations, and agreements set forth in the Environmental Indemnity.

Section 4.10. Protection of Security. Grantor shall, at Grantor's sole cost and expense: (a) protect, preserve, warrant and defend the Property and Grantor's title and right to possession of the Property against all adverse claims, subject to Permitted Encumbrances; (b) if Grantor's interest in the Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Grantee under this Mortgage against all adverse claims, subject to Permitted Encumbrances. Grantor shall give Grantee prompt notice in writing of the assertion of any adverse claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or similar action relating to or affecting the Property and, if Grantor's interest in the Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

Section 4.11. Indemnification of Covered Persons and Reimbursement. Section 5.12 of the Credit Agreement is incorporated herein by reference and made a part hereof. As therein and herein provided, Grantor shall pay upon demand, after expenditure, all sums expended for expenses paid or incurred by Grantee pursuant to any of the terms of this Mortgage or in any action or proceeding relating directly or indirectly to the Secured Obligations in which Grantee may appear or be made a party, whether or not pursued to final judgment, and in any exercise of any of the rights or remedies granted to Grantee by this Mortgage or any of the other Loan Documents, whether or not any such right or remedy is exercised to completion. Such expenses shall include, without limitation, court costs, expenses for evidence of title, appraisals, inspections and surveys and reasonable attorneys' fees.

Section 4.12. Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or by applicable law, if the Property or any interest therein shall be sold, transferred (including, without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Grantor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without the prior written consent of Grantee (such consent in Grantee's sole and absolute discretion), then Grantee may declare all Secured Obligations immediately due and payable in full. Grantor shall notify Grantee in writing of each Transfer within 5 calendar days of the date thereof. Notwithstanding the foregoing, sales or transfers of items of the Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new shall not constitute a "Transfer."

Section 4.13. Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any Person having any interest at any time in the Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Grantee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, or release or impair the priority of the lien of this Mortgage upon the Property.

Section 4.14. Defeasance and Termination.

(a) All of the covenants and agreements of Grantor herein shall survive the execution and delivery of this Mortgage and shall continue in force until an express written release hereof is executed by Grantee.

(b) If Grantor shall perform faithfully each and all of the covenants and agreements herein contained and shall pay the Secured Obligations in full, and shall satisfy all obligations secured hereby, then, and then only, this Mortgage shall be released upon Grantor's written request and at Grantor's expense, by documentation in form and substance satisfactory to Grantee (and Grantee shall promptly upon such request execute, acknowledge, and deliver same to Grantor). No release of this Mortgage or the lien hereof shall be valid unless executed by Grantee.

(c) It is expressly contemplated that Grantor may from time to time become additionally indebted to Grantee, all of which indebtedness shall be secured by this Mortgage until the lien hereof is so released in writing by Grantee.

Section 4.15. Subrogation. Grantee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Grantee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

**ARTICLE V
DEFAULT PROVISIONS**

Section 5.01. Event of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Mortgage, the Credit Agreement, and the other Loan Documents:

- (a) the occurrence of any "Event of Default" (as defined in the Credit Agreement);
- (b) Grantor fails to pay any amount payable to Grantee under this Mortgage when any such payment is due in accordance with the terms hereof, such failure continues after the giving of any required notice hereunder and the expiration of any applicable cure period hereunder;
- (c) the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage that continues unremedied following notice given by Grantee to Grantor and the expiration of the applicable cure period specified in Section 8.1(k)(ii) of the Credit Agreement; and
- (d) Grantor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor under the this Mortgage; *provided, however*, that if such failure by its nature and the terms of this Mortgage can be cured, then so long as the continued operation and safety of the Property, and the priority, validity and

enforceability of the liens created by this Mortgage or any of the other Loan Documents and the value of the Property are not impaired, threatened or jeopardized, then Grantor shall have a period ("Cure Period") of 30 calendar days after Grantor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period, provided further that if Grantor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for 30 additional calendar days, but in no event shall the Cure Period be longer than 60 calendar days in the aggregate.

Section 5.02. Rights and Remedies. Upon the occurrence and continuance of an Event of Default, Grantee shall have all the following rights and remedies:

(a) with or without notice of demand, presentment or any other notice of any kind, including, without limitation, notice of intention to accelerate and notice of acceleration, all of which are expressly waived by Grantor, to declare all Secured Obligations immediately due and payable in full;

(b) with or without notice, without releasing Grantor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Event of Default of Grantor and, in connection therewith: (i) to enter upon the Property and to do such acts and things as Grantee deems necessary or desirable to protect the security of this Mortgage, including, without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Grantee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Grantee, is senior in priority to this Mortgage, the judgment of Grantee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate Persons to assist them;

(c) to commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage as a mortgage or to obtain specific enforcement of the covenants of Grantor under this Mortgage, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Grantor waives the defenses of laches and any applicable statute of limitations;

(d) to apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Grantor consents to such appointment;

(e) to take and possess all documents, books, records, papers and accounts of Grantor or the then owner of the Property; to make or modify Leases of, and other agreements with respect to, the Property upon such terms and conditions as Grantee deems proper; and to make repairs, alterations and improvements to the Property deemed necessary, in the reasonable judgment of Grantee, to protect or enhance the security hereof;

(f) to foreclose the liens and security interests of this Mortgage by public sale, by judicial foreclosure or in any other manner allowed at law or in equity, in which case Grantee or the agent of Grantee shall give notice of the foreclosure sale as provided herein or as required by applicable law, and to exercise any and all remedies and rights given hereunder or in any other instrument securing payment of or relating to the Secured Obligations and to exercise any and all remedies available at law or in equity;

(g) to resort to and realize upon the security hereunder and any other security now or later held by Grantee concurrently or successively and in one or several consolidated or independent judicial actions or

lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with Section 5.03, all in such order and manner as Grantee shall determine in its sole and absolute discretion;

(h) upon sale of the Property at any judicial or non-judicial foreclosure, Grantee may credit bid (as determined by Grantee in its sole and absolute discretion) all or any portion of the Secured Obligations in lieu of cash payment. Any Person, including but not limited to Grantor or Grantee, may purchase at such sale; and

(i) exercise all other rights and remedies provided in Section 8.2 of the Credit Agreement or the other Loan Documents, all of which are incorporated herein by reference and made a part hereof.

Section 5.03. Application of Foreclosure Sale Proceeds. After deducting all reasonable fees, costs and expenses of this Mortgage, including costs of evidence of title and reasonable attorneys' fees, costs and expenses in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including, without limitation, all sums expended by Grantee under the terms hereof and not then repaid, with accrued interest at the highest applicable "Default Rate" under the Notes), in such order and amounts as Grantee shall determine in its sole and absolute discretion; and the remainder, if any, to the Person or Persons legally entitled thereto.

Section 5.04. Application of Other Sums. All Rents or other sums received by Grantee or any agent or receiver thereof, less all reasonable fees, costs, and expenses incurred by Grantee or such agent or receiver, including reasonable attorneys' fees, costs and expenses, shall be applied to payment of the Secured Obligations in such order as Grantee shall determine in its sole and absolute discretion; *provided, however*, that Grantee shall not have any liability for funds it does not actually receive.

Section 5.05. No Cure or Waiver. None of (a) the entry upon and taking possession of the Property by Grantee or any receiver, (b) any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, (c) the application of any collected sum to any Secured Obligation, or (d) the exercise of any other right or remedy by Grantee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Event of Default or notice thereof, or nullify the effect of any notice of an Event of default or sale (unless all Secured Obligations and any other sums then due hereunder and the other Loan Documents have been paid in full and Grantor has cured all other continuing Events of Default), or prejudice Grantee in the exercise of any right or remedy, or be construed as an affirmation by Grantee of any tenancy, lease or option of the Property or a subordination of the lien of this Mortgage.

Section 5.06. Power to File Notices and Cure Events of Default. Grantor hereby irrevocably appoints Grantee and its successors and assigns as Grantor's true attorney-in-fact to perform any of the following powers upon the occurrence and during the continuance of an Event of Default, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Grantee deems appropriate to protect its interest; and (b) to perform any obligation of Grantor hereunder; *provided, however*, that Grantee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Grantee, and Grantee shall not be liable to Grantor or any other Person for any failure to act under this Section 5.06.

Section 5.07. Remedies Cumulative; No Waiver. All rights, powers and remedies of Grantee hereunder are cumulative and are in addition to all rights, powers and remedies provided by applicable law or in any other agreements between Grantor and Grantee (including but not limited to the Credit Agreement and the other Loan Documents). The rights, powers and remedies of Grantee hereunder shall not be interpreted to curb, limit extinguish or otherwise modify the rights, powers and remedies of Grantee under the Credit Agreement or any of the other Loan Documents, which may be more expansive. No delay, failure or

discontinuance of Grantee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy hereunder or under the Credit Agreement or any of the other Loan Documents; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under the Credit Agreement or any of the other Loan Documents.

Section 5.08. Foreclosure. If Grantee exercises the right to foreclose the liens and security interests of this Mortgage by non-judicial foreclosure sale, Grantee shall do so in the following manner and upon the following terms and conditions:

(a) **Public Sale.** Upon the occurrence and continuance of an Event of Default, Grantee will sell all or any part of the Property at public auction to the highest bidder for cash (or for such cash equivalents as are allowed by applicable law and are acceptable to Grantee). Grantee may sell the Property either as a whole or in separate parcels and in such manner and order, all as Grantee may determine in its sole and absolute discretion. Neither Grantor nor any other Person shall have the right to direct the order in which the Property is sold. The sale will take place at the County Court House door considered the front or main door to the County Court House in the county or division of the county where the Property, or any substantial part of the Property, is located, between the hours of 11:00 a.m. and 4:00 p.m. on the first Tuesday of any month. If required by applicable law, the commencement of the sale must occur within three hours following the time designated in the notice of sale as the earliest time that the sale will occur. Any sale may be postponed or adjourned by announcement at the time and place appointed for the sale without further notice except as may be required by law. Grantee is not required to have either physical or constructive possession of the Property or to exhibit, present or display any of the Property being sold. Payment of the purchase price to Grantee satisfies the obligation of any purchaser at the sale. The purchaser is not responsible for the application of the purchase price. Following receipt of the purchase price, Grantee, or owner or the indebtedness and this Mortgage, or auctioneer at said sale will execute and deliver to the purchaser or purchasers at the sale good and sufficient conveyances, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title. The recitals in said conveyances of any matters or facts shall be conclusive proof of the truthfulness thereof. The conveyances will be executed on behalf of, and will be binding upon, Grantor. If any sale made under this Mortgage is not completed or is defective in the opinion of Grantee, the sale will not exhaust the power of sale set forth in this Mortgage, and Grantee shall have the right to cause a subsequent sale or sales to be made.

The sale or sales of less than all of the Property shall not exhaust the power of sale herein granted. If the proceeds of such sale or sales of less than all of the Property shall be less than the aggregate amount of the Secured Obligations, and the expense of executing this Mortgage, this Mortgage shall remain in full force and effect as to the unsold portion of the Property. Grantee may bid, and being the highest bidder therefor, become the purchaser of any or all of the Property at any foreclosure sale hereunder and shall have the right to credit the amount of the bid upon the unpaid amount of the Secured Obligations in lieu of cash payment.

(b) **Notice.** The foreclosure sale shall be conducted after first giving notice of the time, place and terms of such sale by publication once a week for three successive weeks prior to said sale in some newspaper published in the county where the Property, or any substantial part of the Property, is located. Further, at least 21 calendar days preceding the date of the sale, Grantee must: (i) post written notice of the time, place and terms of the sale (including the earliest time that the sale will occur) at the courthouse door (or other area in the courthouse designated by applicable law for such public notices) in each county in which any portion of the Property is located; (ii) file a copy of the notice in the office of the county clerk in each county in which any portion of the Property is located; and (iii) serve Grantor and each debtor obligated to pay all or any portion of the Secured Obligations according to the records of Grantee with written notice of the proposed sale by certified mail. If no area of the courthouse has been designated by the commissioners'

court where sales are to take place, the notice of sale shall designate the area where the sale is to take place. Service of the notice is complete upon deposit of the notice, enclosed in a postpaid certified mail wrapper, properly addressed to Grantor and each such debtor at the most recent address shown by the records of Grantee, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any individual having knowledge of the facts to the effect that such service was completed is prima facie evidence of the fact of service.

Section 5.09. Waiver of Redemption, Notice, and Marshaling of Assets. To the fullest extent permitted by applicable law, Grantor irrevocably and unconditionally waives and releases: (a) all benefit that may accrue to Grantor by virtue of any present or future law or judicial decision exempting the Property from attachment, levy, or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, right of redemption (equitable or legal), or extension of time for payment and (b) any right to a marshaling of assets or sale in inverse order of alienation or rights pertaining to the administration of the estates of descendants or any other right or matter which would defeat the right of Grantee to sell the Property for the collection of the Secured Obligations (without any prior or different resort for collection).

Section 5.10. Tenancy at Will. If Grantee forecloses the liens under this Mortgage at a time when Grantor or Grantor's heirs, devisees, representatives, successors, assigns or any other Persons claiming any interest in the Property by, through or under Grantor are occupying or using all or any part of the Property, each occupant immediately will become the tenant of the purchaser at the foreclosure sale. The tenancy will be a tenancy at will at a reasonable rental per day established by the purchaser and based upon the value of the portion of the Property occupied. Rent will be due daily to the purchaser. If the tenant fails to surrender possession of the Property upon written demand, the purchaser may institute and maintain an action for forcible entry and detainer.

ARTICLE VI FIXTURE FILING

Section 6.01. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted by the State of Alabama (as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time, the "UCC") for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Grantor hereby grants and conveys to Grantee a first and prior security interest in all of the Property that constitutes personal property (the "Collateral," for purposes of this Article VI), whether now owned or hereafter acquired. Grantor agrees that Grantee may file this Mortgage, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Collateral. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Grantee may submit for filing any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Grantee may deem appropriate to perfect a security interest with respect to the foregoing items. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Grantee may reasonably require.

Section 6.02. Grantor expressly warrants and covenants:

(a) Except for the security interest granted hereby, Grantor is the owner of the Collateral free from any lien, security interest or encumbrance other than the Permitted Encumbrances and the liens permitted by the terms of the Credit Agreement.

(b) The Collateral is used or bought primarily for use in the business of Grantor or an affiliate of Grantor and not for consumer purposes.

(c) Grantor's business address is as stated below. To the extent that any Collateral constitutes tangible personal property, that portion of such Collateral is located at or on or is used or owned for or in connection with the Property.

(d) Grantor shall promptly notify Grantee of any change in the location of the Collateral or any change in Grantor's principal place of business.

(e) Grantor shall pay when due, prior to delinquency, all taxes and assessments of every nature which may be levied or assessed against the Collateral, except to the extent being contested in good faith by appropriate proceedings.

(f) Except for liens in favor of Grantee, without Grantee's prior written consent (such consent in Grantee's sole and absolute discretion), Grantor shall not permit or allow any lien, security interest or encumbrance whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevied, except for Permitted Encumbrances and as may otherwise be permitted by the Credit Agreement.

In the absence of the occurrence and continuance of an Event of Default, Grantor may have possession of the Collateral and use it in any lawful manner; upon the occurrence and continuance of an Event of Default, Grantee shall have the immediate right to the possession of the Collateral.

Upon the occurrence and continuance of an Event of Default, Grantee shall have the remedies of a secured party under the UCC, and Grantee may also invoke the remedies otherwise provided in this Mortgage or any of the other Loan Documents as to such items. In exercising any of said remedies, Grantee may proceed against the items of real property and any items of Collateral specified above separately or together and in any order whatsoever, without in any way affecting the availability of Grantee's remedies under the UCC or any of the other remedies provided in this Mortgage or any of the other Loan Documents. Within 10 calendar days following any request therefor by Grantee given after the occurrence or during the continuance of any Event of Default, Grantor shall prepare and deliver to Grantee a written inventory specifically listing all of the Collateral covered by the security interest herein granted, consistent in form, content, and specificity as Grantor maintains its books and records concerning such Collateral in the ordinary course of its business, which inventory shall be certified by Grantor as being true, correct, and complete in all material respects.

Portions of the Collateral are goods which are or are to become fixtures relating to the Property, and Grantor covenants and agrees that the filing of this Mortgage in the real estate records of the county where the Property is located shall also operate from the time of filing as a fixture filing in accordance with Section 9A-334 of the UCC.

Section 6.03. Fixture Filing. The following information is provided in order that this Mortgage shall comply with the requirements of the UCC for instruments to be filed as financing statements and with other requirements of applicable law:

(a)	Name of Grantor (Debtor) & Type of Organization:	COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation
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Address of Grantor:	c/o City of Foley 407 East Laurel Avenue Foley, AL 36535
(b) Name of Grantee (Secured Party) & Type of Organization:	PACESETTER CDE X, LLC, a Texas limited liability company
Address of Grantee:	c/o Pacesetter CDE, Inc. 2600 E. Southlake Boulevard Suite 120-105 Southlake, TX 76092
(c) Record Owner of Real Estate Described on Exhibit A hereto:	GRANTOR
(d) Grantor's Jurisdiction of Organization or Incorporation:	Alabama
(e) Organizational No.:	291 - 432

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. No Merger. No merger shall occur as a result of Grantee acquiring any other estate in, or any other lien on, the Property.

Section 7.02. Execution of Documents. Grantor agrees, upon demand by Grantee, to execute any and all documents and instruments required to effectuate the provisions of this Mortgage.

Section 7.03. Right of Inspection. Section 5.9(a) of the Credit Agreement is incorporated herein by reference and made a part hereof.

Section 7.04. Notices. Except for any notice required under Section 5.08(b) or as otherwise required pursuant to any applicable law, any notice, request, demand, consent, approval, direction, agreement, or other communication (any "notice") required or permitted hereunder must be in writing and will be validly given only if (a) sent by a nationally-recognized courier that obtains receipts, (b) delivered personally by a courier that obtains receipts, (c) mailed by United States certified mail (with return receipt requested and postage prepaid), (d) sent by facsimile (with a copy of such facsimile and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof), or (e) sent by email (with a copy of such email and proof of transmission thereof sent via one of the methods of delivery set forth in clauses (a), (b) or (c) hereof unless specified herein that such notice may be provided exclusively by email), addressed to the applicable Person at the address set forth on Schedule A to this Mortgage. Each notice shall be effective upon being so sent, delivered, or mailed, but the time period for response or action shall run from the date of receipt as shown on the delivery receipt. Refusal to accept delivery or the inability to deliver because of a changed address for which no notice was given shall be deemed received. Any Person may periodically change its address for notice (including different or additional addresses for copies) by giving the other party at least 10 calendar days' prior notice in accordance with the foregoing provisions.

Section 7.05. Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; *provided, however*, that this Section 7.05 does not waive the provisions of Section 4.12. Grantee reserves the right to

sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, the rights and benefits of Grantee under the applicable Notes, any and all other Secured Obligations and this Mortgage, but only to the extent permitted under Section 10.10 of the Credit Agreement. The term "Grantee" shall include any subsequent holder of any or all of Grantee's Secured Obligations.

Section 7.06. Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Property" means all and any part of or interest in the Property; (c) all Article and Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; and (d) all terms of Exhibit A, and each other Exhibit and Schedule attached hereto and recorded herewith, are incorporated herein by reference and made a part hereof.

Section 7.07. Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

Section 7.08. Homestead. Grantor represents and agrees that if Grantor is an individual, no part of the Property constitutes or shall constitute any part of his or her personal, business or rural homestead.

Section 7.09. Relationship of Parties. No right or benefit conferred on Grantee under this Mortgage shall constitute or be deemed to constitute Grantee a partner or a joint venturer with Grantor. Grantor and Grantee specifically acknowledge that the relationship between Grantor and Grantee is solely that of grantor under and Grantee of this Mortgage and that all payments required to be made by Grantor to Grantee under this Mortgage and/or the Secured Obligations are required solely by reason of that relationship.

Section 7.10. Savings Clause. Section 15 (Usury Savings) of each Note is incorporated herein by reference and made a part hereof.

Section 7.11. CHOICE OF LAW; WAIVER OF JURY TRIAL AND CERTAIN OTHER RIGHTS; SUBMISSION TO JURISDICTION; SERVICE OF PROCESS.

(a) THE VALIDITY OF THIS MORTGAGE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF GRANTOR AND GRANTEE 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 ALABAMA, WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND GRANTEE (BY ACCEPTING THIS MORTGAGE) HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF ALABAMA. GRANTOR AND GRANTEE (BY ACCEPTING THIS MORTGAGE) HEREBY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7.11.

(c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND GRANTEE (BY ACCEPTING THIS MORTGAGE) HEREBY WAIVE, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 MORTGAGE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND GRANTEE (BY ACCEPTING THIS MORTGAGE) HEREBY (i) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF GRANTOR OR GRANTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGE THAT GRANTOR HAS BEEN INDUCED TO ENTER INTO, AND GRANTEE HAS BEEN INDUCED TO ACCEPT, THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.11.

(d) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND GRANTEE (BY ACCEPTING THIS MORTGAGE) HEREBY AGREE 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 EACH PERSON BY REGISTERED OR CERTIFIED MAIL TO OR BY PERSONAL SERVICE AT THE LAST KNOWN ADDRESS OF SUCH PERSON, WHETHER SUCH ADDRESS BE WITHIN OR OUTSIDE THE JURISDICTION OF ANY SUCH COURT.

(e) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST GRANTEE OR ANY AFFILIATE OF GRANTEE, 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 MORTGAGE OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY WAIVES THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAWS.

Section 7.12. Enforcement Costs. In the event of any action at law or in equity to enforce the provisions of this Mortgage or to secure relief or damages for the breach of this Mortgage, 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.

[REMAINDER OF PAGE BLANK; SIGNATURE & NOTARY PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Grantor has executed this Mortgage, Assignment of Rents and Leases and Fixture Filing as a sealed instrument as of the Effective Date.

GRANTOR:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County in said State, hereby certify that John E. Koniar, whose name as President of Coastal Alabama Farmers' and Fishermen's Market, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the ____ day of _____, 2014.

Notary Public

AFFIX SEAL

My commission expires: _____

SCHEDULE A

Notice Addresses of Parties

- (1) If to Grantor: Coastal Alabama Farmers' and Fishermen's Market, Inc.
c/o City of Foley
407 East Laurel Avenue
Foley, AL 36535
Attention: Jeff Rouzie, Director of Economic Development
Facsimile: 251-952-4012
Email: jrouzie@cityoffoley.org
- With a copy to: Adams and Reese LLP
RSA Battle House Tower
11 North Water Street, Suite 23200
Mobile, AL 36602
Attention: John F. Lyle, III, Esq.
Facsimile: 251-438-7733
Email: john.lyle@arlaw.com
- And copies to: The addresses set forth under (4) below.
- (2) If to Grantee: Pacesetter CDE X, LLC
c/o Pacesetter CDE, Inc.
2600 E. Southlake Boulevard
Suite 120-105
Southlake, TX 76092
Attention: Giovanni Capriglione
Email: giovanni@pacesettercde.com
- With a copy to: Law Office of Mark D. Foster
4835 LBJ Freeway, Suite 424
Dallas, TX 75244
Attention: Mark D. Foster, Esq.
Facsimile: 214-363-9551
Email: mark@mdfoster.com
- And copies to: The addresses set forth under (4) below.
- (3) Copy Parties: Chase Community Equity, LLC
c/o JPMorgan Chase Bank, N.A.
10 S. Dearborn Street, 19th Floor
Mail Code: IL1-0953
Chicago, IL 60603-5506
Attention: NMTC Asset Manager
Facsimile: 312-325-5050
Email: nmtc.reporting@chase.com

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SCHEDULE A (CONT'D)

Notice Addresses of Parties

With a copy to: Chase Community Equity, LLC
c/o JPMorgan Chase Bank, N.A.
2200 Ross Avenue, 9th Floor
Mail Code: TX1-2951
Dallas, TX 75201
Attention: Wanda Clark
Facsimile: 214-965-3297
Email: wanda.clark@jpmchase.com

And a copy to: Jones Day
100 High Street, 21st Floor
Boston, MA 02110
Attention: Douglas R. Banghart, Esq.
Facsimile: 617-449-6999
Email: dbanghart@jonesday.com

[REMAINDER OF PAGE BLANK]

EXHIBIT A

Exhibit A to Mortgage, Assignment of Rents and Leases and Fixture Filing executed as of July 11, 2014, by COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation, as Grantor, to PACESETTER CDE X, LLC, a Texas limited liability company, as Grantee.

DESCRIPTION OF PROPERTY

PARCEL 1:

A parcel of land situated in the Southeast quarter of the Southeast quarter and in the Southwest Quarter of the Southeast Quarter of Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, being a part of Parcels 1 and 2 according to the survey and plat of Wilson Pecan Property Minor Subdivision as recorded in Slide 0002434-A in the Probate Office of Baldwin County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Parcel 2 according to the survey and plat of Wilson Pecan Property Minor Subdivision as recorded in Slide 0002434-A in the Probate Office of Baldwin County, Alabama, said point lying on the North right of way of Mifflin Road (County Road #20); thence run North 89°55'03" West along the South line of said Parcel 2 and along said right of way for 294.94 feet to the Point of Beginning of the herein described parcel; thence continue North 89°55'03" West along said right of way for 126.75 feet; thence run North 00°33'41" East for 325.00 feet; thence run North 89°55'03" West for 270.00 feet; thence run South 00°33'41" West for 325.00 feet to the northerly right of way of Mifflin Road; thence run North 89°55'03" West along said right of way for 100.00 feet to the Southwest corner of Parcel 1 of said Wilson Pecan Property Minor Subdivision; thence run North 00°33'41" East for 1207.47 feet; thence run North 89°43'12" West for 694.33 feet to the Northeast corner of Parcel #3 according to the Re-subdivision of Lot 5, Martin Subdivision as recorded in Slide 2234-A in the Probate Office of Baldwin County, Alabama; thence run North 00°16'48" West for 60.00 feet; thence run South 89°43'12" East for 794.34 feet; thence run along the arc of a curve to the right having a central angle of 68°51'37", a radius of 60.00 feet, a chord of 67.85 feet and a chord bearing of South 17°28'26" West for a distance of 72.11 feet; thence run South 00°33'41" West for 792.37 feet; thence run South 89°55'03" East for 170.00 feet; thence run North 00°04'32" East for 345.05 feet; thence run South 89°55'28" East for 300.00 feet; thence run North 00°04'32" East for 221.19 feet; thence run North 89°55'28" West for 195.00 feet; thence run North 00°04'32" East for 290.00 feet to the North line of said Parcel 1; thence run South 89°43'12" East for 419.63 feet to the Northeast corner of said Parcel 1; thence run South 00°32'01" East along the East line of said Parcel 1 for 916.32 feet; thence run North 89°55'59" West for 291.57 feet; thence run South 00°00'53" West for 348.46 feet to the point of beginning. Contains 13.782 acres, more or less.

PARCEL 2:

Commencing at a point where the centerline of L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29 minutes 04 seconds East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by McNeil Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979, for 940.50 feet to the West right of way of Vulcan Street; run thence South 01 degrees 33 minutes 48 seconds West along the West right of way of Vulcan Street for 10.17 feet to a point where the South right of way of Section Avenue, if extended, would intersect the West right of way of Vulcan Street; run thence due East along the South right of way of Section Avenue for 370.32 feet to the point of beginning; continue thence due East along said right of way for 760.00 feet to the West right of way of Poplar Street; run thence South 01 degrees 05 minutes 03 seconds West along said right of way of Poplar Street for 610.00 feet; run thence due West for 760.0 feet to a point; run thence North 01 degrees 05 minutes 03 seconds East for 610.0 feet to the Point of Beginning. Said land being in the City of Foley, Baldwin County, Alabama, and containing 10.6409 acres, more or less.

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REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made as of the 11th day of July, 2014 (the "Effective Date"), by and between COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC., an Alabama nonprofit corporation ("Borrower"), THE CITY OF FOLEY PUBLIC FACILITIES COOPERATIVE DISTRICT, an Alabama public corporation ("CFPFCD").

Recitals

A. Prior to the Effective Date, Borrower acquired certain real property located in Foley, Alabama, commonly known as the "Farmers Market Property," from CFPFCD pursuant to the terms of a Purchase Agreement, Deed, Assignment and Assumption of Lease, and Promissory Note.

B. The purchase price paid for the Farmers Market Property did not exceed the estimated value of such property set forth in an appraisal dated October 27, 2013.

C. CFPFCD has made or incurred expenditures between October 28, 2013 and the Effective Date, inclusive, in an amount not less than \$283,109 in connection with, and directly related to, the development of the Farmers Market Property (the "Farmers Market Expenditures").

D. Invoices, receipts, checks, and/or other documentation substantiating in full the Farmers Market Expenditures are attached hereto as Exhibit A and made apart hereof.

E. On the Effective Date, Borrower acquired certain real property located in Foley, Alabama, commonly known as the "Peavey Property," from CFPFCD pursuant to the terms of a Purchase Agreement, Deed, and Assignment and Assumption of Lease.

F. The purchase price paid for the Peavey Property did not exceed the estimated value of such property set forth in an appraisal dated November 10, 2013.

G. CFPFCD has made or incurred expenditures between November 11, 2013 and the Effective Date, inclusive, in an amount not less than \$500,000 in connection with, and directly related to, the development of the Peavey Property (the "Peavey Expenditures").

H. Invoices, receipts, checks, and/or other documentation substantiating in full the Peavey Expenditures are attached hereto as Exhibit B and made apart hereof.

I. At the time the Farmers Market Expenditures and the Peavey Expenditures (collectively, "Incurred Expenditures") were incurred, CFPFCD intended and expected to be reimbursed from the proceeds of certain loans (the "Loans") being made by Pacesetter CDE X, LLC, a Texas limited liability company, to Borrower on the Effective Date.

J. Borrower has benefitted from the Incurred Expenditures, and intends to reimburse CFPFCD \$460,225 of such expenditures out of the proceeds of the Loans, with the remaining

amount of such Incurred Expenditures (*i.e.*, \$322,884) to be deemed and treated as an in-kind contribution from CFPFCD to Borrower.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby acknowledge, agree and confirm that all of the above recitals are true, correct and complete and hereby covenant and agree as follows:

1. Reimbursement. In order to reimburse CFPFCD for Incurred Expenditures, Borrower hereby agrees to pay on the Effective Date to CFPFCD the amount of \$460,225.

2. In-Kind Contribution. Borrower acknowledges and agrees that the Incurred Expenditures for which it is not reimbursing CFPFCD pursuant to Section 1, such expenditures totaling \$322,884, shall be deemed and treated as an in-kind contribution from CFPFCD to Borrower

3. Representations and Warranties of CFPFCD. CFPFCD hereby represents and warrants to Borrower that:

(a) the Farmers Market Expenditures were validly and properly incurred and/or accrued by CFPFCD between October 28, 2013 and the Effective Date, inclusive, in connection with and directly related to the development of the Farmers Market Property, and that CFPFCD has provided detailed accounting information with respect to the Farmers Market Expenditures; and

(b) the Peavey Expenditures were validly and properly incurred and/or accrued by CFPFCD between November 11, 2013 and the Effective Date, inclusive, in connection with and directly related to the development of the Peavey Property, and that CFPFCD has provided detailed accounting information with respect to the Peavey Expenditures

4. Invalidity. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement.

5. Time of the Essence. Time will be deemed of the essence with respect to the payment and performance of all of the terms, provisions and conditions under this Agreement.

6. Relationship between the Parties. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

7. Titles of Sections. All titles or headings to articles, sections, subsections or other divisions of this Agreement are only for the convenience of the parties and will not be construed to have any effect or meaning with respect to the other content of such articles, sections,

subsections or other divisions, such other content being controlling as to the agreements hereunder.

8. Section References. References in this Agreement to sections are intended to refer to sections of this Agreement, unless otherwise specifically stated.

9. Governing Law. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES 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 ALABAMA, WITHOUT GIVING EFFECT TO CONFLICT OR CHOICE OF LAW PRINCIPLES.

10. Entire Agreement. This Agreement (including the recitals and exhibits, which are incorporated herein by reference and made a part hereof) constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement. Faxed, scanned or photocopied signatures shall be deemed equivalent to original signatures.

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

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement as of the Effective Date.

BORROWER:

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC., an Alabama
nonprofit corporation

By: _____

Name: John E. Koniar

Title: President

[COUNTERPART SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT]

CFPFCD:

THE CITY OF FOLEY PUBLIC FACILITIES
COOPERATIVE DISTRICT, an Alabama public
corporation

By: _____

Name: Charles J. Ebert, III

Title: Chairman

EXHIBIT A

Farmers Market Expenditures

[attached behind]

EXHIBIT B

Peavey Expenditures

[attached behind]

Exhibit D

Existence and Good Standing Certificates

See attached.

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Jim Bennett, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

the entity records on file in this office disclose that Coastal Alabama Farmers' and
Fishermen's Market, Inc. was formed in Baldwin County, Alabama on November
12, 2013. The Alabama Entity Identification number for this entity is 291-432. I
further certify that the records do not disclose that said entity has been dissolved,
cancelled or terminated.



20140617000006854

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

6/17/2014

Date

A handwritten signature in black ink, appearing to read "Jim Bennett". The signature is written in a cursive style with a large, stylized "J" and "B".

Jim Bennett

Secretary of State

Exhibit E

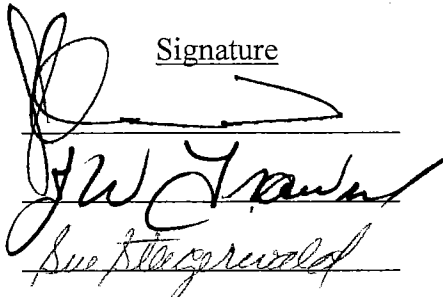
Incumbency

See attached.

Incumbency

<u>Name</u>	<u>Office</u>
John E. Koniar	President
J. Wayne Trawick	Vice President
Sue Steigerwald	Secretary/Treasurer

Signature



The block contains three handwritten signatures, each written over a horizontal line. The first signature is a stylized, cursive 'J' followed by a long horizontal stroke. The second signature is 'JW Trawick' in a cursive script. The third signature is 'Sue Steigerwald' in a cursive script.

Coastal Alabama Farmers' and
Fishermen's Market, Inc.

Certificates of Existence and
Good Standing

(See Exhibit D to Tab No. 45)

Coastal Alabama Farmers' and
Fishermen's Market, Inc.

Certificate of Incorporation

(See Exhibit A to Tab No. 45)

Coastal Alabama Farmers' and Fishermen's Market, Inc.

Bylaws

(See Exhibit B to Tab No. 45)

Coastal Alabama Farmers' and
Fishermen's Market, Inc.

Resolutions of the Board of
Directors

(See Exhibit C to Tab No. 45)

TAX RETURN FILING INSTRUCTIONS

FORM 1023

Prepared for	COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC.
Prepared by	Warren Averett, LLC 316 S. Baylen Street Suite 200 Pensacola, FL 32501
Amount due or refund	\$850
Make check payable to	UNITED STATES TREASURY
Mail form and check (if applicable) to	INTERNAL REVENUE SERVICE P.O. BOX 192 COVINGTON, KY 41012-0192
Registration must be mailed on or before	As soon as possible
Special Instructions	User fee payment should be placed in an envelope on top of the checklist. DO NOT STAPLE or otherwise attach your check or money order to the application. Form 2848-Power of Attorney-should be signed on page 2 by an officer, director or other official authorized to sign for the organization. Form 1023 should be signed on pages 11 and 12 by an officer, director or other official authorized to sign the application.

Form 1023 Checklist

(Revised December 2013)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- ☒ Assemble the application and materials in this order:
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- ☒ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | |
|------------|--|------------|--|
| Schedule A | Yes ___ No <input checked="" type="checkbox"/> | Schedule E | Yes ___ No <input checked="" type="checkbox"/> |
| Schedule B | Yes ___ No <input checked="" type="checkbox"/> | Schedule F | Yes ___ No <input checked="" type="checkbox"/> |
| Schedule C | Yes ___ No <input checked="" type="checkbox"/> | Schedule G | Yes ___ No <input checked="" type="checkbox"/> |
| Schedule D | Yes ___ No <input checked="" type="checkbox"/> | Schedule H | Yes ___ No <input checked="" type="checkbox"/> |

- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Article III
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 1, Article II
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd
Attn: Extracting Stop 312
Covington, KY 41011

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only

Received by:

Name _____

Telephone _____

Function _____

Date / /

Part I Power of Attorney

Caution: A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address
Coastal Alabama Farmers' and Fisherman's Market, Inc.
407 E Laurel Ave
Foley, AL 36535

Taxpayer identification number(s)

46-4275442

Daytime telephone number

251-943-1545

Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address
Margaret N. "McGee" Lorren
316 S. Baylen Street Suite 300
Pensacola, FL 32502

CAF No. **6505-42513R**

PTIN **P00012084**

Telephone No. **850-435-7400**

Fax No. **850-435-2888**

Check if to be sent notices and communications ☐

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address
Kevin J. Leeser
1725 N McKenzie St
Foley, AL 36535

CAF No. **6505-42666R**

PTIN **P00849198**

Telephone No. **251-943-6828**

Fax No. _____

Check if to be sent notices and communications ☐

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

Name and address

CAF No. _____

PTIN _____

Telephone No. _____

Fax No. _____

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer before the Internal Revenue Service for the following matters:

3 Matters

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Exempt Organization Application	Form 1023	2014

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF** ☐

5 Acts authorized. Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Signing a return; _____

☐ Other acts authorized: _____

(see instructions for more information)

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney _____

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.

Signature

Date

Title (if applicable)

Print Name

☐ ☐ ☐ ☐ ☐
PIN Number

Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there, and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer's organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.
 - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.
 - k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LTC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE. See the instructions for Part II.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
b	Florida	15372	Margaret A. Jones	5/1/14
b	Alabama	3327		

Form **1023**
(Rev. December 2013)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

(00) OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

▶ (Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
Coastal Alabama Farmers' and Fishermen's Market, Inc.			
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
407 E Laurel Ave		46-4275442	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)	
Foley, AL 36535		9	
6 Primary contact (officer, director, trustee, or authorized representative) a Name: Sue Steigerwald, Treasurer		b Phone: 251-943-1545	
		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: <u>coastalalabamamarket.com</u>			
b Organization's email: (optional)			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 08 / 2013	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT** file this form unless you can check "Yes" on lines 1, 2, 3, or 4.

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ **Yes** ☐ **No**
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ **Yes** ☒ **No**
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ **Yes** ☒ **No**
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ **Yes** ☐ **No**
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ **Yes** ☐ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT** file this application until you have amended your organizing document. Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article III ☒
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 1, Article II
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
John Koniar	President	P.O. Box 1750 Foley, AL 36536	None
J. Wayne Trawick	Vice President	P.O. Box 1750 Foley, AL 36536	None
Sue Stelgerwald	Secretary / Treasurer	P.O. Box 1750 Foley, AL 36536	None

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Anticipated Market Manager	Manager	none at this time	\$60,000

- c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
-
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ **Yes** ☐ **No**
Adopted by resolution of BOD. See attached Bylaws.
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
-
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
-
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☒ **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☒ **No**
-
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☒ **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at **arm's length**.
- e** Explain how you determine you pay no more than **fair market value** or you are paid at least **fair market value**.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
-
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☒ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** Describe any written or oral arrangements you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If ☒ **Yes** ☐ **No**
 "Yes," describe each program that provides goods, services, or funds to individuals. *See attached*
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If ☐ **Yes** ☒ **No**
 "Yes," describe each program that provides goods, services, or funds to organizations.
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ **Yes** ☒ **No**
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ **Yes** ☒ **No**

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ **Yes** ☒ **No**
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ **Yes** ☒ **No**

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ **Yes** ☒ **No**
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ **Yes** ☒ **No**
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ **Yes** ☐ **No**
- 3a** Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ **Yes** ☒ **No**
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ **Yes** ☒ **No**
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

<p>4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)</p> <p><input type="checkbox"/> mail solicitations</p> <p><input type="checkbox"/> email solicitations</p> <p><input type="checkbox"/> personal solicitations</p> <p><input type="checkbox"/> vehicle, boat, plane, or similar donations</p> <p><input type="checkbox"/> foundation grant solicitations</p>	<p><input type="checkbox"/> phone solicitations</p> <p><input type="checkbox"/> accept donations on your website</p> <p><input type="checkbox"/> receive donations from another organization's website</p> <p><input type="checkbox"/> government grant solicitations</p> <p><input type="checkbox"/> Other</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Attach a description of each fundraising program. None planned at this time.</p>		
<p>b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.</p>		<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.</p>		<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you. Alabama-fundraise for own organization</p>		
<p>e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.</p>		<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<hr/> <p>5 Are you affiliated with a governmental unit? If "Yes," explain. See attached</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>6a Do you or will you engage in economic development? If "Yes," describe your program. See Part IV</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.</p>		
<p>7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. See attached</p>		<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. See attached</p>		<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.</p>		
<hr/> <p>8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<hr/> <p>9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<hr/> <p>10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☒ **Yes** ☐ **No** See Part VIII line 5
- 12a** Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ **Yes** ☒ **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ **Yes** ☒ **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ **Yes** ☐ **No**
- d** Identify each recipient organization and any relationship between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form. ☐ **Yes** ☐ **No**
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ **Yes** ☐ **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ **Yes** ☒ **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ **Yes** ☐ **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ **Yes** ☐ **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ **Yes** ☐ **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ **Yes** ☐ **No**

Part VIII Your Specific Activities (Continued)

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. See attached ☒ **Yes** ☐ **No**
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. ☐ **Yes** ☒ **No**
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. ☐ **Yes** ☒ **No**
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. ☐ **Yes** ☒ **No**
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. ☐ **Yes** ☒ **No**
- 22** Do you or will you provide **scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes**? If "Yes," complete Schedule H. ☐ **Yes** ☒ **No**

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From..... To	(b) From..... To	(c) From..... To	(d) From..... To		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)		See Attached				
	2 Membership fees received						
	3 Gross investment income						
	4 Net unrelated business income						
	5 Taxes levied for your benefit						
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)						
	8 Total of lines 1 through 7						
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)						
	10 Total of lines 8 and 9						
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	12 Unusual grants						
	13 Total Revenue Add lines 10 through 12						
Expenses	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages						
	19 Interest expense						
	20 Occupancy (rent, utilities, etc.)						
	21 Depreciation and depletion						
	22 Professional fees						
	23 Any expense not otherwise classified, such as program services (attach itemized list)						
	24 Total Expenses Add lines 14 through 23						

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**

Year End:

(Whole dollars)

Assets		
1	Cash	1
2	Accounts receivable, net	2
3	Inventories	3
4	Bonds and notes receivable (attach an itemized list) See attached	4
5	Corporate stocks (attach an itemized list)	5
6	Loans receivable (attach an itemized list)	6
7	Other investments (attach an itemized list)	7
8	Depreciable and depletable assets (attach an itemized list)	8
9	Land	9
10	Other assets (attach an itemized list)	10
11	Total Assets (add lines 1 through 10)	11
Liabilities		
12	Accounts payable	12
13	Contributions, gifts, grants, etc. payable	13
14	Mortgages and notes payable (attach an itemized list)	14
15	Other liabilities (attach an itemized list)	15
16	Total Liabilities (add lines 12 through 15)	16
Fund Balances or Net Assets		
17	Total fund balances or net assets	17
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. ☐ Yes ☒ No
If you are unsure, see the instructions.
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐
- b** 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B. ☐
- c** 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐
- d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? ☐ Yes ☒ No
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change). ☐
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change). ☒

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here

(Signature of Officer, Director, Trustee, or other
authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form **1023** (Rev. 12-2013)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed Nov. 11/12/2013 2:20 AM
TOTAL \$ 66.00
5 Pages

1428920

**CERTIFICATE OF FORMATION
OF
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC.**

THE UNDERSIGNED, for the purpose of forming a nonprofit corporation (the "Corporation") pursuant to the provisions of the Alabama Business and Nonprofit Entities Code (the "Act"), does hereby adopt the following Certificate of Formation:

ARTICLE I

The name of the Corporation is Coastal Alabama Farmers' and Fishermen's Market, Inc.

ARTICLE II

The existence of the Corporation shall commence on the date of the filing of this Certificate of Formation in the Office of the Judge of Probate of Baldwin County, Alabama. The duration of this Corporation shall be perpetual. Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations as they now exist or as they may hereafter be amended.

ARTICLE III

The purposes for which the Corporation is organized are:

A. The Corporation is organized and operated exclusively to operate a public farmer's and fishermen's market which will educate the public, lessen the burdens of government, lessen neighborhood tensions, and combat community deterioration in Baldwin County within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or any corresponding provision of any subsequent federal tax laws (hereinafter referred to collectively as the "Code"). The Corporation shall provide a regular forum for members of the community to learn about sustainable farming and fishing practices, organic food growth and preparation, and other projects for education of the community. In furtherance of such purposes, the Corporation shall have all such lawful powers as may be necessary, useful, or convenient with respect thereto.

B. The Corporation is organized, and shall at all times be operated, exclusively for nonprofit purposes, within the meaning of Section 501(c)(3) of the Code. No part of the net

earnings, gains or assets of the Corporation shall inure to the benefit of any private individual.

C. The Corporation shall have the power and authority to accept donations, gifts, and contributions; enter into contracts, and receive grants from, other corporations, foundations, agencies, and institutions, all for the purpose of enabling it to carry out its objects and purposes. Notwithstanding any other provisions of this Certificate of Formation, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code.

D. The Corporation shall also have the power to:

(1) To accept, acquire, receive, take, and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree, or otherwise, for any of its objects and purposes, any property, both real and personal, of whatever kind, nature or description and wherever situated.

(2) To sell, exchange, convey, mortgage, lease, transfer, or otherwise dispose of, any such property, both real and personal, as the objects and purposes of the Corporation may require, subject to such limitations as may be prescribed by law.

(3) To borrow money, and from time to time, to make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the Corporation for monies borrowed or in payment for property acquired or for any of the other purposes of the Corporation, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other instrument of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights or privileges of the Corporation, wherever situated, whether now owned or hereafter to be acquired.

(4) To invest and reinvest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property as its Board of Directors shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant, or gift, provided such limitations and conditions are not in conflict with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist or as they may hereafter be amended.

(5) The Corporation shall have the power to make payments for the purposes of the Corporation herein referred to out of either the principal or the income of the Corporation, and to

accumulate income from the property in its possession as such, provided that such accumulations are not unreasonable in amount, duration, use or investment, to such an extent that such accumulations result in a denial to the Corporation of exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist or as they may hereafter be amended, or a denial to the Corporation of the benefits of exemption from the payment of income taxes as provided under any applicable laws and statutes of the United States, whether now in effect or hereafter adopted.

ARTICLE IV

The location and mailing address of the initial registered office of the Corporation in the State of Alabama is 407 East Laurel Avenue, Foley, Alabama 36536, and the name of its initial registered agent at such address is Sue Steigerwald.

ARTICLE V

The name of the incorporator of the Corporation is Charles J. Ebert, III, and the incorporator's address is 407 East Laurel Avenue, Foley, Alabama 36536.

ARTICLE VI

A. The Board of Directors may be comprised of from three to six Directors. The initial Board of Directors shall be comprised of three Directors. The names and addresses of the persons who will serve as the initial members of the Board of Directors until the selection and qualification of their successors are, John Komar – Mayor, City of Foley, P.O. Box 1750, Foley, Alabama 36536; J. Wayne Trawick – Council President, City of Foley, P.O. Box 1750, Foley, Alabama 36536; and Sue Steigerwald – Treasurer, City of Foley, P.O. Box 1750, Foley, Alabama 36536.

B. The corporate powers shall be exercised by the Board of Directors, except as otherwise provided by statute, by the Certificate of Formation, or by Bylaws hereafter adopted, and any amendments to the foregoing. In furtherance, and not in limitation, of the powers conferred by statute, the Directors and only the Directors are expressly authorized to make and alter the Certificate of Formation and the Bylaws of this Corporation.

C. Any action required or permitted to be taken at any meeting of the Board of Directors or of any Committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such Committee, as the case may be, and

such written consent is filed with the minutes of proceedings of the Board or Committee. Any such written consent shall have the same force and effect as a resolution, duly resolved at a meeting of the Board or of such a Committee. The number of Committees, membership of the Committees and the powers of the Committees shall be determined by the Directors and set forth in the Bylaws.

D. The Corporation may, in its Bylaws, confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon it by statute.

E. Directors shall serve for a term of one year, and shall hold office until qualified successors are duly elected at the next annual meeting of the Board and have taken office. Directors may be re-elected for successive terms.

F. Any director may be removed from office, with or without cause, by at least a majority vote of the Directors, at any duly called meeting of the Directors. Any vacancy occurring in the Board may be filled by a majority vote of the Directors.

G. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Directors.

ARTICLE VII

The Corporation shall indemnify and hold harmless any and all of its present or former directors, officers, employees or agents, to the full extent permitted by law. Said indemnification shall include, but not be limited to the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

IN WITNESS WHEREOF, the undersigned incorporator, hereinbefore named, does hereby execute this Certificate of Formation and does hereby affirm that the facts stated herein are true, and accordingly does hereunto sign this Certificate of Formation this 5th day of November, 2013.



Charles J. Ebert, III, Incorporator

This instrument prepared by:
John F. Lyle, III
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Jim Bennett, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Coastal Alabama Farmers' and Fishermen's Market, Inc.

This name reservation is for the exclusive use of Adams and Reese LLP, P. O. Box
1348, Mobile, AL 36633 for a period of one year beginning November 08, 2013
and expiring November 08, 2014



RES641460

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

November 08, 2013

Date

Jim Bennett

Secretary of State

**BYLAWS
OF
COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC.**

**ARTICLE I
PURPOSES**

The primary purposes of the COASTAL ALABAMA FARMERS' AND FISHERMEN'S MARKET, INC. (the "Corporation", an Alabama nonprofit corporation formed under the Alabama Business and Nonprofit Entities Code (the "Act"), intended to have tax exempt status under Internal Revenue Code §501(c)(3), are those stated in the Certificate of Formation of the Corporation, filed of record with the Probate Court of Baldwin County, which are incorporated herein by reference.

**ARTICLE II
OFFICES AND SEAL**

Section 1. PRINCIPAL OFFICES. The Corporation's principal office shall be located at such place in Foley, Alabama or elsewhere as the Board of Directors (the "Board") shall from time to time determine. The Board is granted full power and authority to change the location of the Corporation's principal office.

Section 2. OTHER OFFICES. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

Section 3. SEAL. The Corporation shall have no seal.

**ARTICLE III
MEMBERS**

Section 1. SOLE MEMBER. City of Foley Public Facilities Cooperative District, an Alabama Public Corporation, shall be the sole member ("Sole Member") of the Corporation.

Section 2. ELECTION OF OFFICERS BY THE SOLE MEMBER. The Sole Member shall have no right or authority to select or remove the Officers of the Corporation. Officers shall be elected by the Board as provided herein.

ARTICLE IV BOARD OF DIRECTORS

Section 1. MANAGEMENT. The Board shall manage the business and affairs of the Corporation. The powers of the Corporation shall be exercised by the Board except as otherwise authorized by law, the Certificate of Formation, these Bylaws, and resolutions duly adopted by the Board. No Board member has the authority to take any action unilaterally on behalf of the Corporation. Actions of the Board require a majority vote of the members of the Board.

Section 2. NUMBER OF DIRECTORS. The authorized number of initial Directors shall be three (3). Thereafter, the authorized number of Directors shall be not less than three (3) nor more than six (6).

Section 3. DESIGNATION, TERM OF OFFICE AND COMPOSITION OF THE BOARD OF DIRECTORS. Directors shall be designated by the Sole Member for a term of one (1) year. Each Director, including a Director designated to fill a vacancy, shall hold office until the expiration of the term for which designated and until a successor has been designated by the Sole Member, or until his or her earlier death, resignation or removal.

Section 4. VACANCIES. The Sole Member shall have the exclusive power to designate or appoint Directors of the Corporation to fill any Board position.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No Director shall own any interest in any vendor or other third party entity with which the Corporation engages in any business or contractual relationship of any kind.

Section 6. REMOVAL OR RESIGNATION OF DIRECTORS. Any Director may be removed from office, with or without cause, by the Sole Member. Any director of the Corporation may resign at any time by giving written notice to the Board or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time not more than thirty (30) days after such receipt as specified in such notice, or on receipt of the notice if no time is specified. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

Section 7. POWERS. Subject to the provisions of the Act, the Certificate of Formation, and these Bylaws, the Board shall have all of the powers granted to a nonprofit corporation under the Act, including, but not limited to, the power to:

- a. Select and remove all Officers, agents, and employees of the Corporation; prescribe any powers and duties for them; fix their compensation; and require from them security for faithful service;
- b. Approve indemnification of Directors, Officers, and agents;

c. Change the principal executive office or the principal business office of the Corporation in the State of Alabama from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of Alabama; and designate any place within or without the State of Alabama for the holding of any meeting or meetings, including annual meetings;

d. Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE.

Regular meetings of the Board may be held at any place within or outside the State of Alabama designated from time to time by resolution of the Board. In the absence of any such designation, regular meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of Alabama that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

Section 9. ANNUAL MEETING. The Board shall hold an annual meeting each year on a date and at a time designated by the Board. Such annual meeting may be held on another date or at another place, pursuant to a resolution of the Board, provided that at least five (5) days notice of the new date or place for the annual meeting is given to each Director. At each such meeting, any business to come before the Board may be conducted, including election of officers. If the day of the scheduled meeting falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day.

Section 10. SPECIAL MEETINGS. Special meetings of the Board for any purpose or purposes may be called at any time by the President or any Vice President, or the Secretary, or Treasurer, or any two Directors. There shall be four (4) days' notice of special meetings given by first class mail or forty-eight (48) hours' notice delivered personally or by telephone, facsimile or other electronic communication.

Section 11. NOTICE OF MEETINGS. Notices of meetings shall be made in accordance with the requirements of the Act..

Section 12. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting requiring a notice to Directors shall be given either personally or by first-class mail or other written communication, charges prepaid, addressed to the Directors

at the address of each Director appearing on the books of the Corporation or given by the Director to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Director by first-class mail or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or other means of written communication. If any notice addressed to a Director at the address of that Director appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Director at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Director on written demand of the Director at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice. An affidavit of the mailing or other means of giving any notice of any Directors' meeting shall be executed by the Secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation. In addition, notice shall be published two (2) days prior to any meeting by posting such notice on the doors of the City Hall of the City of Foley, Alabama.

Section 13. WAIVER OF NOTICE OF MEETING. Notice of a meeting need not be given to a Director who signs a waiver of notice or a written consent to hold the meeting, or who signs an approval of the minutes of such meeting. Notice need not be given to a Director who attends the meeting without protest, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 14. QUORUM. Except as otherwise provided by law or by the Certificate of Formation or these Bylaws, the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. A majority of the Board shall constitute a quorum for the transaction of business, except to adjourn, as provided in Section 16. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board subject to the provisions of Alabama law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 15. ACTION BY BOARD WITHOUT A MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors of the Board shall individually or collectively consent to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 16. ADJOURNMENT. A majority of the Directors present, whether or

not constituting a quorum, may adjourn any meeting.

Section 17. FEES AND COMPENSATION OF DIRECTORS. Directors shall not receive compensation for their services, but may be reimbursed reasonable expenses incurred in connection with their service as Directors.

Section 18. OVERRIDING PRINCIPLE. The Board shall comply with all laws applicable to nonprofit corporations in Alabama with tax exempt status under Internal Revenue Code §501(c)(3).

ARTICLE V OFFICERS

Section 1. OFFICERS. The officers of the Corporation shall be a President, Vice President, Secretary, and a Treasurer. Any number of offices may be held by the same person except the offices of President and Secretary or as otherwise provided in these Bylaws.

Section 2. ELECTION OF OFFICERS. The Officers of the Corporation, except such Officers as may be appointed in accordance with the provisions of these Bylaws, shall be chosen by the Board, and each shall serve at the pleasure of the Board.

Section 3. RESIGNATION OF OFFICERS. Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 4. VACANCY IN THE OFFICE OF THE PRESIDENT. A vacancy in the office of the President because of death, resignation, removal, disqualification or any other cause shall be filled in the following succession: Vice President, Secretary and Treasurer.

Section 5. VACANCY IN ALL OTHER OFFICES. A vacancy in any office other than that of the President, because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction, and control of the business and the affairs of the Corporation. The President shall preside as chair at all meetings of the Board. He or she shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such

other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. VICE PRESIDENTS. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or these Bylaws and the President.

Section 8. SECRETARY. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of Members and/or Directors, with the time and place of holding such meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present. The Secretary shall give, or cause to be given, notice of all meetings of the Members and the Board required by these Bylaws or by law to be given, and shall keep the seal of the Corporation (if one be later adopted) in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 9. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. He or she shall disburse or cause to disburse the funds of the Corporation as may be ordered by the Board, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

**ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES
AND OTHER AGENTS**

The Corporation shall, to the maximum extent permitted by the Act, hold harmless and defend each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Corporation if such person was found by the Board to be acting in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation, and, in case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. For purposes of this Section, an "agent" of the Corporation includes any person or entity who is or was a Member, Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or was a Director, officer, employee, or agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

**ARTICLE VII
RECORDS AND REPORTS**

Section 1. MAINTENANCE AND INSPECTION OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of Alabama, at its principal business office in this state, the original or a copy of the Certificate of Formation and Bylaws as amended to date. The Corporation's annual tax returns shall also be available for public inspection at the Corporation's principal office during regular business hours.

Section 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Board shall be kept at such place or places designated by the Board, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 3. RIGHT TO INSPECT ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, the Sole Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings the Board at any reasonable time for a purpose reasonably related to the Sole Member's interest. Any such inspection and copying may be made in person or by the Sole Member's agent or attorney, and the right to inspection includes the right to copy and make extracts of documents.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute

right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been prepared by the Corporation shall be kept on file in the principal executive office of the Corporation.

ARTICLE VIII GENERAL CORPORATE MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board or within the agency power of an Officer, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Act shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

ARTICLE IX AMENDMENTS

A new Certificate of Formation or new Bylaws may be adopted or the existing Certificate of Formation or Bylaws may be amended or repealed only by the Sole Member.

ARTICLE X CONFLICT OF INTEREST POLICY

Section 1. PURPOSE. The purpose of the conflict of interest policy is to protect the interest of the Corporation when the Corporation is contemplating entering into a transaction or arrangement that might benefit the private interest of any 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 conflict of interest applicable to nonprofit organizations formed for charitable and educational purposes within the meaning of §501(c)(3) of the Internal Revenue Code or the corresponding provisions of any subsequent federal tax law (the "Code") and under the laws of the State of Alabama.

Section 2. DEFINITIONS. For the purpose of this Article the definitions are set forth as follows.

a. **Interested Person.** Any director or principal officer, 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 this Article, a person who has a financial interest may have a conflict of interest only if the Board, after disclosure of the conflict of interest, decides that a conflict of interest exists.

Section 3. COMPENSATION.

- a. Any person who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that person's compensation.
- b. Any person whose authority includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that person's compensation.
- c. Any person whose authority includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to the Board or any committee thereof regarding compensation.

Section 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 Board.
- 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 Board, without the interested party being present, will determine if a conflict of interest exists.
- c. **Procedures for Addressing the Conflict of Interest.**
 - i. An interested person may make a presentation to the Board, 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 chair of the Board shall, if appropriate, appoint a disinterested person to investigate alternatives to the proposed transaction or arrangement.
 - iii. After exercising due diligence, the Board 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 Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for the Corporation's own benefit, and whether it is fair and reasonable.

Section 4. Violations of the Conflicts of Interest Policy.

a. If the Board has reasonable cause to believe a Director or Officer has failed to disclose actual or possible conflicts of interest, it shall inform the Director or Officer of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. If, after hearing the Director's or Officer's response and after making further investigation as warranted by the circumstances, the Board determines the such person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 5. Records of Proceedings. The minutes of the Board shall contain:

a. The names of any 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 Board'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.

Section 6. Annual Statements. Each Director and Officer shall annually sign a statement which affirms such person:

a. has received a copy of the conflict of interest policy;

b. has read and understands the policy;

c. has agreed to comply with the policy; and

d. understands that the Corporation is educational and charitable in nature 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.

Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with its educational and 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; and
- 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 educational and charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Advisors/Experts. When conducting the periodic reviews as provided for in this Article, the Corporation and/or the Board may, but need not, use outside advisors/experts. If outside advisors/experts are used, their use shall not relieve the Corporation or the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XI

WINDING UP AND DISSOLUTION

Section 1. PROCEDURE. This Corporation may be wound up and dissolved by the Sole Member or upon a super majority vote of the Board. A super majority vote shall require a minimum of seventy percent (70%) of all the Directors.

Section 2 . DISTRIBUTION OF ASSETS. Upon winding up and dissolution, the assets of the Corporation shall be applied and distributed as follows: (a) all liabilities and obligations shall be paid, satisfied and discharged, or adequate provision shall be made therefor; (b) assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organizations, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Board of Directors. Under no circumstances shall the assets of the Corporation be distributed to the Sole Member.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-10-2013

Employer Identification Number:
46-4275442

Form: SS-4

Number of this notice: CP 575 A

COASTAL ALABAMA FARMERS AND
FISHERMENS MARKET INC
% SUE STEIGERWALD
407 E LAUREL AVE
FOLEY, AL 36535

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4275442. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

12/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is COAS. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Coastal Alabama Farmers' and Fisherman's Market, Inc
EIN 46-4275442
Form 1023
Part IV

Our goal at the Coastal Alabama Farmers & Fishermen's Market (CAFFM) is to provide local fruits, vegetables, seafood, and non-certifiable agricultural products through direct marketing for the general public and commercial establishments in an enjoyable place. As a local farmers market, we are committed to Baldwin County's community and agriculture. It is our mission to promote healthy foods from the bounty of the Gulf Coast and make them readily available to our neighbors from all over the area. Our vendors, local farmers and fishermen, will ensure you have fresh, high quality produce, organic beef, seafood and other delicious foods to bring home to your family or commercial establishment.

The CAFFM is currently in the process of acquiring a 94,000 square foot building located in the Foley Industrial Park. A 20,000 square foot area will be leased to a produce/wholesale distribution facility, that may also include a USDA meat cutting facility, that will complement the wholesale/produce distribution of products from the CAFFM to regional restaurants, schools, hospitals and other entities that would utilize this service.

- The Market Program will provide stalls for rentals to farmers and fishermen.
- The Education Program will provide Field Days for local school program for K through 1st grade and "Chef at Market" program for cooking demonstrations.
- The Outreach Program will operate festivals, fairs, and other events that will encourage community volunteer opportunities. The outreach program will provide a means for local farmers to donate fresh farm-grown foods to local charities.

Coastal Alabama Farmers' and Fisherman's Market, Inc.
EIN 46-4275442
Form 1023
Part V, 3a

<u>Name</u>	<u>Average hours</u>	<u>Duties</u>
John Koniar Pres	40 hrs/ year	<u>President</u> - shall be CEO and preside at all meetings of the BOD and its Executive Committee.
J. Wayne Trawick V. Pres.	40 hrs/ year	<u>Vice Pres</u> - shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties.
Sue Steigerwald Sec./ Treas.	120 hrs/ year	<u>Secretary</u> - shall give notice of all meetings of the BOD and Executive Committee, shall keep an accurate list of the directors, and have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings <u>Treasurer</u> - shall be responsible for conducting the financial affairs of the organization as directed and authorized by the BOD and Executive committee, if any, and shall make reports of corporate finances as required, but no less often than at each meeting of the BOD and Executive Committee.

Coastal Alabama Farmers' and Fisherman's Market, Inc.
EIN 46-4275442
Form 1023
Part V, 3a

Qualifications

John Koniar, President

Mr. Koniar is a volunteer director. He is also our president and chief executive officer. His qualifications include a Bachelor of Science degree in Industrial Management from the University of Alabama and he has retired from industry. He has served as a councilmember of the City of Foley from 1980 until 2006 and has held the office of Mayor since 2006. He is past president of the Foley Optimist Club and past chairman of the South Baldwin Chamber of Commerce. He currently serves as board member on the Baldwin County Board of Mental Health, The Utilities Board of the City of Foley, and Coastal Resiliency Coalition. His duties are spelled out in our bylaws, and include managing the day-to-day business of the organization, presiding at all meetings of our board of directors and voting on board decisions. Mr. Koniar receives no compensation of any kind, and performs his duties on an "as needed" basis.

J. Wayne Trawick, Vice President

Mr. Trawick is a volunteer director who serves as our Vice-President. His qualifications include business owner from February 1970, general contractor and property manager. He has served as a councilmember of the City of Foley since 1996 and was appointed as the City's first Council President in November, 2012. He has served as President of Baldwin County Homebuilders Association. He also served on the Board of Directors of the State Homebuilders Association and the National Homebuilders Association. His duties are spelled out in our bylaws, and include attending meetings of our board of directors, voting on board decisions, and presiding in the absence of the president. Mr. Trawick receives no compensation of any kind and performs his duties on an "as needed" basis.

Sue Steigerwald, Secretary/Treasurer

Ms. Steigerwald is a volunteer director who serves as our secretary and treasurer. Her qualifications include an Associate of Science degree in Accounting from Faulkner Community College (Bay Minette, AL). She has been employed with the City of Foley for twenty years, is the City's Finance Manager and was appointed City Treasurer in 2012. Ms. Steigerwald served as President of Foley Elementary School's Parent Advisory Committee and currently serves as a Board Member on the South Baldwin Education Foundation. Her duties are spelled out in our bylaws and include attending meetings of our board of directors, voting on board decisions, day-to-day administrative functions, properly recording minutes, financial record-keeping, accounting, and reporting. Ms. Steigerwald receives no compensation of any kind and performs her duties on an "as needed" basis.

Conflict of Interest Policy

Article I: Purpose

The purpose of the conflict of interest policy is to protect the Coastal Alabama Farmers' and Fishermen's Market, Inc.'s interest when it is contemplating entering in to a transaction or arrangement that might benefit the private interest of an officer or director of the Coastal Alabama Farmers' and Fishermen's Market, Inc. 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 conflict of interest applicable to nonprofit and charitable organizations.

Article II: Definitions

1. 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.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Coastal Alabama Farmers' and Fishermen's Market, Inc. has a transaction or arrangement.
- b. A compensation arrangement with the Coastal Alabama Farmers' and Fishermen's Market, Inc. or with any entity or individual with which the Coastal Alabama Farmers' and Fishermen's Market, Inc. has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Coastal Alabama Farmers' and Fishermen's Market, Inc. is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or factors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. (Under Article III, Section 2), 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.

Article III: Procedures

1. 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.

2. 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, he/she 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 member shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. 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 from a person or entity that would not give rise to a conflict of interest.
- b. 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.
- c. After exercising due diligence, the governing board or committee shall determine whether the Coastal Alabama Farmers' and Fishermen's Market, Inc. 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.
- d. 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 Coastal Alabama Farmers' and Fishermen's Market, Inc.'s best interest, for its own benefit, and whether is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter in to the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. 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.

- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, it shall take appropriate disciplinary and corrective action.

Article of IV: 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.

Article V: Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Coastal Alabama Farmers' and Fishermen's Market, Inc. 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 Coastal Alabama Farmers' and Fishermen's Market, Inc. 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 Coastal Alabama Farmers' and Fishermen's Market, Inc., either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI: 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 Coastal Alabama Farmers' and Fishermen's Market, Inc. 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.

Article VII: Periodic Reviews

To ensure the Coastal Alabama Farmers' and Fishermen's Market, Inc. operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic review 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 Coastal Alabama Farmers' and Fishermen's Market, Inc. 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.

Article VIII: Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Coastal Alabama Farmers' and Fishermen's Market, Inc. 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.

Coastal Alabama Farmers' and Fisherman's Market, Inc.

EIN 46-4275442

Form 1023

Part VI, 1

1a

CAFFM will provide and promote a location for local farmers and fishermen to offer local fruits, vegetables, seafood, and non-certifiable agricultural products for the general public and commercial establishments in an enjoyable place.

Our vendors, local farmers and fishermen, will ensure the availability of fresh, high quality produce, organic beef, seafood and other delicious foods.

Coastal Alabama Farmers' and Fisherman's Market, Inc.
EIN 46-4275442
Form 1023
Part VIII

Line 5

CAFFM, in support of the City of Foley Public Facilities Cooperative District, was formed for the purpose of developing the Market. It is planned that the Co-op will convey 13.5 acres to CAFFM for the development.

Line 7a

The City of Foley Public Facilities Cooperative District will enter into a contract with Sun Coast Builders, Inc. to be the construction manager for the Market project. Under this management, various other professional organizations will complete the design criteria and construction of the Market project. See attached draft of the contract.

Line 7b

CAFFM is under contract with the City of Foley until May, 2014
After that, CAFFM will contract with a Manager to assume management responsibilities of the market.

See attached Contract for Service

There will be no business or family relationship between any board members and the manager of the organization

Line 15

See above description for line 5.

DRAFT AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 10th day of February in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

City of Foley Public Facilities Cooperative District - Accounting Department
407 East Laurel Avenue
Foley, Alabama 36535

and the Construction Manager:

(Name, legal status and address)

Sun Coast Builders Inc - Steve Bailey
11122 County Road 65
Foley, Alabama 36535
License #16687

for the following Project:

(Name and address or location)

CAFFM Phase 2

Foley, Alabama 36535

The Architect:

(Name, legal status and address)

McCollough Architecture - Sted McCollough
4790 Main Street at the Wharf, Suite 209
Orange Beach, Alabama 36561

The Owner's Designated Representative:

(Name, address and other information)

Hoar Program Management - James Adams
150 Government Street Suite 3005
Mobile, Alabama 36601

The Construction Manager's Designated Representative:

(Name, address and other information)

MCS Contracting Inc - Myles Bishop
PO Box 636
Summerdale, Alabama 36580
License #21110

The Architect's Designated Representative:

(Name, address and other information)

Sted McCollough
4790 Main Street at the Wharf, Suite 209
Orange Beach, Alabama 36561

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of

construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

Date of commencement of the work for the construction phase is February 17, 2014

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Owner's Designated Representative in cooperation with the Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner's Representative shall use these weekly meetings as the basis to prepare a weekly report and promptly distribute report to the Owner with in 2 days of meeting.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Owner's Designated Representative in cooperation with the Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Owner's Designated Representative shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Owner's Designated Representative in cooperation with the Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Owner's Designated Representative shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its weekly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner's Designated Representative shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information

or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's Designated Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$0.00

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

\$45,000

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Mutually agreeable amount determined by the Owner and the Construction Manager at the time of the change

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% above the direct cost of the work

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~N/A~~ percent (~~N/A~~ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

If in the event that the Construction Manager completes the project below the contractual GMP, the value of the savings will be split 50/50 between the Construction Manager and the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.2 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections

6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are

provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction,

including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~The period covered by each application for payment shall be for work done thru the 25th of the preceding month.~~

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of ~~two and one-half~~ percent (~~2 1/2~~ %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ~~two and one-half~~ percent (~~2 1/2~~ %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such

Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Labor and Materials Performance & Payment Bond	100% Value of the Contract (\$956,932.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ **[X]** Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ **[]** Litigation in a court of competent jurisdiction

☐ **[]** Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

[Redacted text]

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

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User Notes:

{1614027079}

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

N/A

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

[Redacted Signature]

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

[Redacted Signature]

(Printed name and title)

FOR
LE
A
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D

COUNTY OF BALDWIN
STATE OF ALABAMA

CONTRACT FOR SERVICES
FARMERS MARKET OPERATIONS MANAGER
FOR CITY OF FOLEY

This Contract for Services ("Contract") is entered into at Foley, Alabama by and between
The City of Foley, Alabama, a municipal corporation ("City") and Heather Blankenship ("Agent").

- (1) Background. The City has obtained a grant for purposes of developing and maintaining a farmers market. The farmers market has been titled Coastal Alabama Farmers and Fisherman's Market. Agent represents and warrants to the City that he/she is capable of effectively managing and overseeing the farmers market. The Agent desires to act as an Independent Contractor on behalf of the City and perform designated services as more fully described in Section 4 below, and, the City desires to engage the Agent, but only on the terms and conditions as further set forth in this Contract.
- (2) Engagement. The City hereby engages the Agent as an Independent Contractor, and the Agent hereby accepts such engagement upon the terms and conditions set forth in this Contract.
- (3) Independent Contractor. The Agent will act as an Independent Contractor of the City in the performance of the Agent's duties under this Contract. The Agent will, therefore, be responsible for the payment of federal, state and local taxes arising out of or related to the Agent's work for the City. Nothing contained in this Contract shall constitute, or shall be deemed to constitute, the City and the Agent in the relationship of an employer/employee, master/servant, partners or joint ventures, it

being expressly understood and agreed that the only relationship between the Agent and the City shall be that of an Independent Contractor.

(4) Duties and Responsibilities of Agent. The primary duties of the Agent shall be to plan, develop, implement, organize, and manage a farmers market for the City of Foley. Other related duties for the City of Foley include, but are not limited to the following:

- a. Responsible for overall operations of the Coastal Alabama Farmers and Fisherman's Market and works with Administration, Economic Development, and the Marketing Department to plan and manage operations.
- b. Manages and performs market set up and closing.
- c. Manages total operations for the leasing of space to vendors and assists vendors with design and merchandizing.
- d. Acts as main contact to handle vendor relationships and day to day vendor needs and inquiries to ensure lasting relationships and renewed business. This includes working with local farmers, local businesses, stakeholders, and other entities.
- e. Develops and maintains relations with adjacent business properties, community agencies, organizations, and local government.
- f. Manages the marketing, promotion, press releases, and public relations for the market.
- g. Creates and implement a strategic marketing plan for the market. This includes working with the Economic Development Director and City managers to make recommendations for day to day and long term marketing strategies.

- h. Develops, maintains and manages an effective volunteer base to assist in the operations of the market.
 - i. Obtains sponsorships and develops, organizes and coordinates fund raising events including developing and maintaining a calendar of events for the market.
 - j. Manages the operating budget including accounts receivable (rent/fee collection), accounts payables, tax preparation, etc.
 - k. Manages equipment inventory and maintenance of facilities.
 - l. Manages signage and directing of traffic.
 - m. Enforces operating rules and procedures.
 - n. Provides regular progress reports to City management and proposes policy changes as necessary.
 - o. Maintains an inventory of market facilities; maximizes the use of these facilities; encourages and oversees upgrades to the facilities and oversees construction of new facilities.
 - p. Determines on-site improvements to market area property, assisting with landscape renovations, oversight of signage/outdoor advertising program, and proposing plans for increased amenities.
 - q. Work with Economic Development Director and other City departments as necessary to ensure cohesion and cooperation opportunities.
- (5) Qualifications of the Agent. The Agent shall demonstrate knowledge, skills, abilities and experience in the following areas:
- a. Knowledge and experience in:
 - Development and management of farmers markets;

- Farmers market marketing, trends, and research;
- Familiarity with local farmers and business community;
- Economic impact research and methodologies;
- Business and contract planning;
- General financial management including budgets, purchasing, etc.

b. Skills and ability to:

- Market the farmers market, facilities, and events;
- Facilitate contracts with vendors and/or event organizers;
- Interact with farming community and the local business community;
- Provide presentations to organizers, civic groups and the business community;
- Develop clear and concise reports for management, stakeholders and partners;
- Coordinate marketing and print material;
- Capture and analyze relevant performance data and trends;
- Operate a personal computer;
- Provide proof of insurance and a license for operating a motor vehicle;

c. Experience:

- Degree in Marketing, or related field;
- Three (3) years of experience in marketing, tourism, or related field;
- Established network and relationships with local farmers, businesses and professionals in Foley, Alabama and nationally;

- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work will be considered.

- (6) Term. The Agent's engagement begins on May 28, 2013 and, unless sooner terminated, will expire on May 27, 2014. The Initial Term shall be for 12 months and considered for renewal for additional, consecutive terms ("Renewal Term(s)"), at the discretion of the Foley City Council unless or until the engagement is terminated as provided in Section 11. The Initial Term and Renewal Term(s) are collectively designated as the "Term."
- (7) Compensation. The City will pay the Agent a fee of \$60,000.00 for the term of this engagement. This will be provided by a \$2,000.00 payment up front, with the remaining fee of \$58,000.00 provided in bi-weekly payments during the term of this agreement.
- (8) Agent Acknowledgment. The Agent acknowledges and understands that the Agent is an Independent Contractor and is not entitled to participate in any plans, arrangements, or distributions pertaining to or connected with any pension or other deferred compensation plan, health, life or disability insurance programs, or any other fringe benefits, which the City from time to time, provides to its employees. The Agent shall be solely responsible for all costs incurred for health/life insurance on the Agent's behalf. The Agent shall be solely responsible for making all federal, state and local tax deposits relating to compensation received as result of the Agent's relationship with the City, and the Agent shall hold the City harmless from and against any and all tax liability relating thereto.

- (9) Expenses. Unless approved by the City, City shall not be liable to the Agent for any expenses incurred by the Agent, and the Agent shall have no authority to bind the City by any promise or representation, including those related to expenses, unless specifically authorized by the City. With the City's prior approval, the Agent may be reimbursed for certain expenses incurred or paid by the Agent in performing the Agent's duties under this Contract and in accordance with the City's Purchasing and/or Travel Policy(s).
- (10) Termination. The City may terminate this Contract at any time during the Initial Term based on the Agent's failure to provide services hereunder in accordance with the City's standards or upon the Agent's breach of any term of this Contract. The City may terminate this Contract at any time during any Renewal Term. The City must provide the Agent with thirty (30) days' advance written notice prior to his/her termination at the Agent's address below or at such other address as the Agent hereafter designates in writing.
- (11) Assignment. The Agent may not assign this Contract, or any obligations under this Contract, without the express prior written permission of the City. The city may assign its rights and obligations under this Contract. In the event the Agent assigns this Contract, the Assignee may be required to execute a similar contract.
- (12) Insurance. The Agent shall be covered under the City's Workers Compensation insurance and shall provide proof of automobile insurance coverage.
- (13) Severability. In the event that any provision or term of this Contract is deemed by a Court of competent jurisdiction to be illegal or unenforceable, the City and the Agent hereby agrees that such terms or provision shall be deemed severed from this

Contract and the remaining terms and provisions of this Contract shall remain in full force and effect.

- (14) Governing Law. This Contract is entered into in the State of Alabama and shall be governed under the laws of the State of Alabama.
- (15) Entire Agreement. This Contract represents the entire agreement between the City and the Agent, and the Agent represents and acknowledges that he/she is not relying on any representation or promise from the City that is not specifically referred to in this Contract.
- (16) Amendment. This Contract may not be modified or amended except by a writing duly signed by both parties hereto.
- (17) Notice. All notices, demands and communications required, desired or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, on the date received, if delivered personally, or on the third day after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid and addresses to the parties set forth below or to such other person at such location as either party hereto subsequently designates in writing.

The City of Foley:

John E. Koniar, Mayor
P. O. Drawer 1750
Foley, Alabama 36536-1750
Phone: 251-943-1545

The Agent:


Heather Blankenship
15150 Julieann Lane
Silverhill, Alabama 36576
Phone: 270-226-3174

The parties hereto have executed this Contract for Services on this the 28th day of May, 2013.

THE "CITY":
The City of Foley, Alabama


John E. Koniar, Mayor

ATTEST:

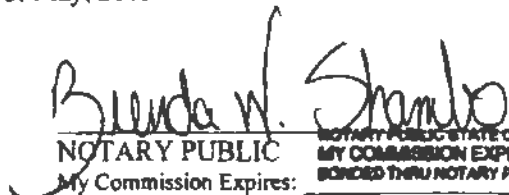

Victoria Southern, CMC
City Clerk

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John E. Koniar and Victoria Southern, who hold the positions of Mayor and City Clerk, respectively, with the City of Foley, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date with the authority and intent to bind the City of Foley.

Given under my hand this 17th day of May, 2013.




NOTARY PUBLIC
My Commission Expires: Dec 19, 2015
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 19, 2015
BONDED THRU NOTARY PUBLIC (UNDERWRITERS)

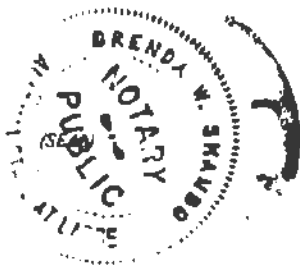
THE AGENT:

Heather Blankenship
Heather Blankenship

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Heather Blankenship, as "Agent" whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of May, 2013.



Brenda W. Shamba
NOTARY PUBLIC
My Commission Expires: Dec 18, 2016
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 18, 2016
BONDED THRU NOTARY PUBLIC LIFE INSURANCE

Coastal Alabama Farmers' and Fisherman's Market, Inc.
EIN 46-4275442

Form 1023

Part IX

Financial Data

	FYE 2013	FYE 2014	FYE 2015	FYE 2016	4 Yr Totals
OPERATIONAL					
Revenues					
Phase 1					
Stall Rental - Farmers (Begin 1/1/14)	\$ 1,570	\$ 25,000	\$ 35,000	\$ 45,000	\$ 106,570
Stall Rental - Other (Begin 1/1/14)	\$ -	\$ 6,000	\$ 12,000	\$ 16,000	\$ 34,000
Common Area Maintenance, ins./from Tenants	\$ -	\$ 10,037	\$ 27,125	\$ 27,125	\$ 64,287
Field Days (K and 1st grades)	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Festivals/Fairs/Events	\$ -	\$ -	\$ 1,000	\$ 1,500	\$ 2,500
Shopping Bag & Tee Shirt sales (estimated)	\$ -	\$ 4,000	\$ 2,500	\$ 2,500	\$ 9,000
Sales Tax Collection/Retain	\$ -	\$ 8,000	\$ 32,000	\$ 38,000	\$ 78,000
Grants/Operational	\$ -	\$ -	\$ -	\$ -	\$ -
BP - Marketing/Advertising (\$3,500 in FY13)	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Subtotal - Phase 1	\$ 1,570.00	\$ 118,037	\$ 114,625	\$ 135,125	\$ 369,357
Phase 2					
Renovated Warehouse					
Moe's BBQ (\$3,220 per mo. Begin 6/1/14)	\$ -	\$ 12,860	\$ 38,640	\$ 38,640	\$ 90,160
Big Fish T. C. (\$ 3,500/per mo. Begin 6/1/14)	\$ -	\$ 14,000	\$ 42,000	\$ 42,000	\$ 98,000
Gulf Coast Produce P. B. (\$10,417/per mo. 6/15/14)	\$ -	\$ 36,458	\$ 125,000	\$ 163,500	\$ 324,958
Subtotal - Phase 2	\$ -	\$ 63,318	\$ 205,640	\$ 244,140	\$ 513,116
TOTAL REVENUE	\$ 1,570	\$ 181,375	\$ 320,265	\$ 379,265	\$ 882,475
Expense					
Phase 1					
Market Manager	\$ -	\$ 30,000	\$ 60,000	\$ 60,000	\$ 150,000
Assistant to Market Manager	\$ -	\$ 19,413	\$ 19,500	\$ 19,750	\$ 58,663
Insurance - Building and contents	\$ -	\$ 682	\$ 696	\$ 710	\$ 2,088
Telephone (DSL and 2 analog lines \$200/mo)	\$ -	\$ 2,400	\$ 2,448	\$ 2,497	\$ 7,345
Utilities - Market area/offices/restrooms	\$ -	\$ 7,200	\$ 7,344	\$ 7,491	\$ 22,035
Content Hosting	\$ -	\$ -	\$ -	\$ -	\$ -
Website - BP Grant covers 1st year	\$ 1,499.00	\$ 3,500	\$ 3,500	\$ 3,500	\$ 11,999
Online at al.com - BP Grant	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000
Facebook - BP Grant covers 1st year	\$ -	\$ 900	\$ 900	\$ 900	\$ 2,700
Marketing/Advertising	\$ -	\$ -	\$ -	\$ -	\$ -
Billboards - BP Grant covers 1st year	\$ 2,352.00	\$ 18,600	\$ 9,300	\$ 9,300	\$ 39,552
BP Grant 1 year-Commercials	\$ -	\$ 16,200	\$ -	\$ -	\$ 16,200
GCN-Vestons Guide - BP Grant covers 1st year	\$ 1,200.00	\$ 2,400	\$ 2,400	\$ 2,400	\$ 8,400
Posters/Place cards - BP Grant covers 1st year	\$ -	\$ 1,900	\$ 1,900	\$ 1,900	\$ 5,700
Small Tools	\$ -	\$ -	\$ -	\$ -	\$ -
BP Grant-Banners & Brackets (replace after 3 years)	\$ -	\$ 2,500	\$ -	\$ -	\$ 2,500

Estimate for hoses/computers/printers/taxi copier/etc	\$ -	\$ 5,000	\$ 1,000	\$ 1,000	\$ 7,000
Cost of Goods Sold (from Inventory)	\$ -	\$ -	\$ -	\$ -	\$ -
BP Grant 2 years-shopping bags with logo	\$ -	\$ 2,500	\$ 750	\$ 750	\$ 4,000
T-Shirts	\$ -	\$ 500	\$ 500	\$ 500	\$ 1,500
Maintenances	\$ -	\$ -	\$ -	\$ -	\$ -
Grounds (labor 4 hrs 15 times \$18.00 per hour & Mower \$50 per hr/Weedeater @ \$31 per hour)	\$ -	\$ 1,000	\$ 1,100	\$ 1,150	\$ 3,250
Cleaning (4 hrs weekly x 12 mos \$18 per hour)	\$ -	\$ 4,500	\$ 4,860	\$ 4,860	\$ 14,220
Building (4 hrs month x 12 mos \$22.39 per hour)	\$ -	\$ 3,550	\$ 3,744	\$ 3,820	\$ 11,114
Equipment Maint	\$ -	\$ 1,075	\$ 1,200	\$ 1,300	\$ 3,575
Supplies:	\$ -	\$ 500	\$ 750	\$ 750	\$ 2,000
General Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning Supplies	\$ -	\$ 750	\$ 500	\$ 500	\$ 1,750
Other (filters, TP, towels, etc)	\$ -	\$ 300	\$ 300	\$ 300	\$ 900
	\$ -	\$ 750	\$ 750	\$ 750	\$ 2,250
Subtotal - Phase 1	\$ 5,051	\$ 146,120	\$ 123,442	\$ 124,128	\$ 398,741
Phase 2					
Maintenance: Peavey Building/ 1,000/month	\$ -	\$ 4,000	\$ 12,000	\$ 12,000	\$ 28,000
NMTC Interest Payments (40% of \$80K)	\$ -	\$ 32,000	\$ 32,000	\$ 32,000	\$ 96,000
Subtotal - Phase 2	\$ -	\$ 36,000	\$ 44,000	\$ 44,000	\$ 124,000
TOTAL OPERATION EXPENSE	\$ 5,051	\$ 182,120	\$ 167,442	\$ 168,128	\$ 522,741
REVENUE OVER/(UNDER) EXPENSE	\$ (3,481)	\$ (745)	\$ 152,823	\$ 211,137	\$ 359,734

CAPITAL OUTLAY

Capital Contributions/Other Financing Sources

Phase 1

Grants:

BP - Construction (constr. grant-work performed FY1-	\$ 254,000.00	\$ 240,000	\$ -	\$ -	\$ 494,000
BP - Marketing/Entrance Sign	\$ -	\$ 6,000	\$ -	\$ -	\$ 6,000
Subtotal - Phase 1	\$ 254,000	\$ 246,000	\$ -	\$ -	\$ 500,000

Phase 2

NMTC's	\$ -	\$ 1,369,600	\$ -	\$ -	\$ 1,369,600
Subtotal - Phase 2	\$ -	\$ 1,369,600	\$ -	\$ -	\$ 1,369,600

TOTAL CAPITAL CONTRIBUTIONS/FINANCING	\$ 254,000	\$ 1,615,600	\$ -	\$ -	\$ 1,869,600
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Capital Improvements & Additions

Phase 1

Construction & Equipment	\$ 960,607	\$ 358,939	\$ -	\$ -	\$ 1,319,546
Subtotal - Phase 1	\$ 960,607	\$ 358,939	\$ -	\$ -	\$ 1,319,546

Phase 2 (\$15,383 thru 1/7/2014)

Peavy Bldg - Gulf Coast Produce (25,000 sf)	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Warehouse (near Phase I site)	\$ -	\$ -	\$ -	\$ -	\$ -
Moe's BBQ	\$ -	\$ 443,800	\$ -	\$ -	\$ 443,800
Big Fish Trading	\$ -	\$ 590,254	\$ -	\$ -	\$ 590,254
Roadway & Infrastructure (R&S - stored materials)	\$ 4,856	\$ 182,716	\$ -	\$ -	\$ 187,572
Subtotal - Phase 2	\$ 4,856	\$ 1,716,770	\$ -	\$ -	\$ 1,721,626

Reduced by \$4,856 FY13 stored material

TOTAL CAPITAL IMPROVEMENTS & ADDITIONS	\$ 965,463	\$ 2,075,709	\$ -	\$ -	\$ 3,041,172
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CONSTRUCTION INVESTMENT SHORTFALL	\$ (711,463)	\$ (460,109)	\$ -	\$ -	\$ (1,171,572)
CITY OF FOLEY GENERAL FUND - TRANSFERS IN	\$ 373,696	\$ 797,876	\$ -	\$ -	\$ 1,171,572
UNFUNDED CAPITAL INVESTMENT	\$ (337,767)	\$ 337,767	\$ -	\$ -	\$ -

Date of this notice: 12-10-2013

Employer Identification Number:
46-4275442

Form: SS-4

Number of this notice: CP 575 A

COASTAL ALABAMA FARMERS AND
FISHERMENS MARKET INC
% SUE STEIGERWALD
407 E LAUREL AVE
FOLEY, AL 36535

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4275442. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

12/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

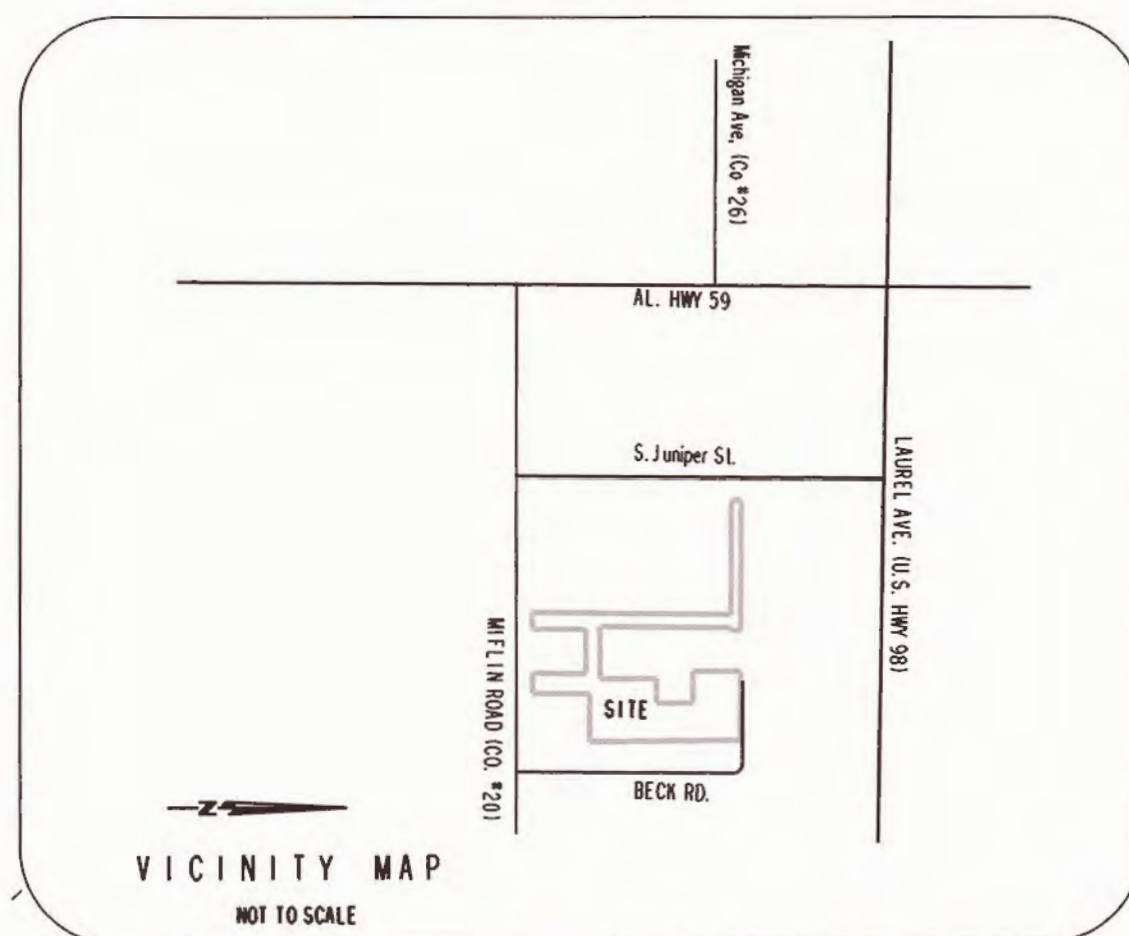
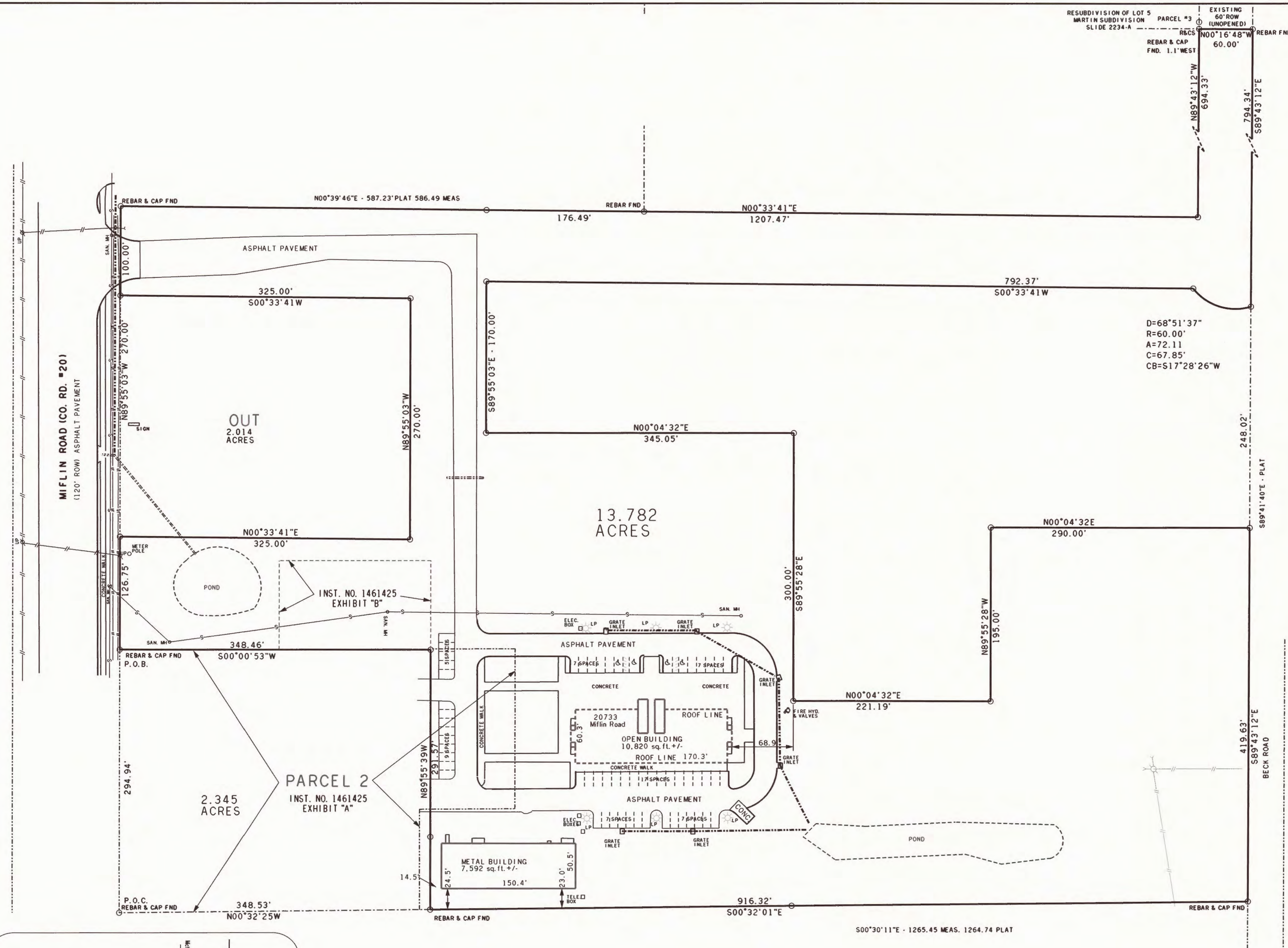
If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is COAS. You will need to provide this information, along with your EIN, if you file your returns electronically.






Thank you for your cooperation.

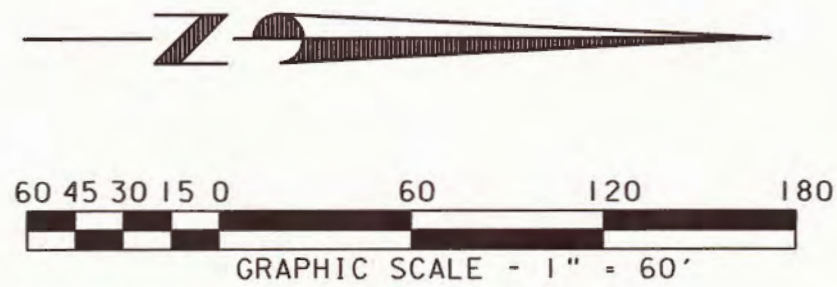
Lender's Title Policy

(On File)



LEGEND

	OVERHEAD UTILITY LINES
	SANITARY SEWER
	STORM SEWER
	UNDERGROUND TELEPHONE LINE
	HANDICAP SPACE
SAN. MH	SANITARY SEWER MANHOLE
UP	UTILITY POLE



NOTES:

1. Field Survey completed November 19, 2013
 2. UTILITY WARNING
The underground utilities shown on this plat are shown using survey information and from Construction drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.
 3. Property lies in Flood Zone "X" (Not a flood Prone Area), as depicted on FEMA Flood Insurance Rate Map - Numbers 01003C09351, dated July 17, 2007.
 4. The property has access to Mflin Road, (Baldwin Co. Road #20) a dedicated public right of way.
 5. Site improvements were being made at time of field survey.
 6. There was no observed evidence of proposed changes in street right of way or recent street or sidewalk construction or repairs at time of survey.
 7. There was no observed evidence that the site is used as a solid waste dump, sump or sanitary landfill at time of survey.
 8. Rebar and cap set at all corners unless otherwise noted herein.
 9. The property described hereon is the same property described in Exhibit A (PARCEL 1) of First American Title Insurance Company, Commitment # 14-17524-Revised July 8, 2014
- REFERENCE INFORMATION:
- Plat of Wilson Pecan Property Minor Subdivision recordslide sfile 0002434-A
Survey of Phillip Lindsey dated, August 20, 2003.
Survey by Raber Surveying dated August 13, 2013
First American Title Insurance Company, Commitment # 14-17524-Revised July 8, 2014.
10. There are 55 regular and 4 handicap striped parking spaces on the subject property.

REFERENCE INFORMATION:

Plat of Wilson Pecan Property Minor Subdivision recordslide slife 0002434-A
Survey of Phillip Lindsey dated, August 20, 2003.
Survey by Raber Surveying dated August 13, 2013
First American Title Insurance Company, Commitment # 14-17524-Revised July 8, 2014.

10. There are 55 regular and 4 handicap striped parking spaces on the subeject property.

NOTES PERTAINING TO TITLE POLICY - SCHEDULE B

- ITEM 8: Right of way conveyed to Baldwin County, Al in Deed Book 24, Page 490 is for Beck Road as shown hereon.
- ITEM 9: Rights for roads reserved in Deed Book 50, Page 343 is for portions of Juniper Street and Mfin Road. No portion of the subject property lies within said rights of way.
- ITEM 14: Second amendment to ground lease recorded as Instrument No. 1461425 as shown hereon.

SURVEYOR'S CERTIFICATION

To: JPMorgan Chase Bank, N.A., a national banking association; Chase Community Equity, LLC, a Delaware limited liability company; Chase NMTC CAFM Investment Fund, LLC, a Delaware limited liability company; Pacesetter CDE, Inc., a Texas corporation; Pacesetter CDE X, LLC, a Texas limited liability company; and Coastal Alabama Farmers and Fishermen's Market, Inc., an Alabama nonprofit corporation and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 10, 11(A), 14, 16, 17, and 18 table A thereof. The field work was completed on December 11, 2013. There have been no changes to the subject property since the completion of the field survey.

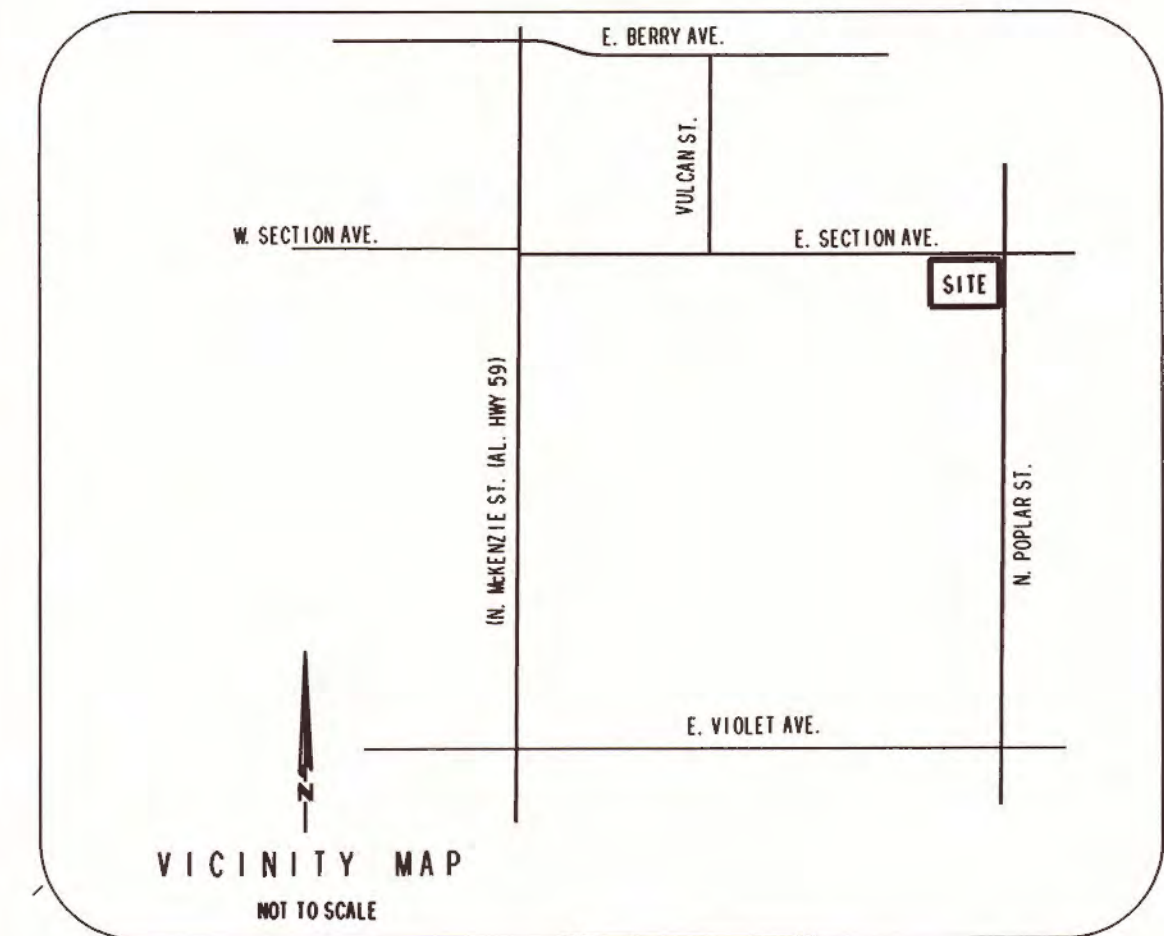
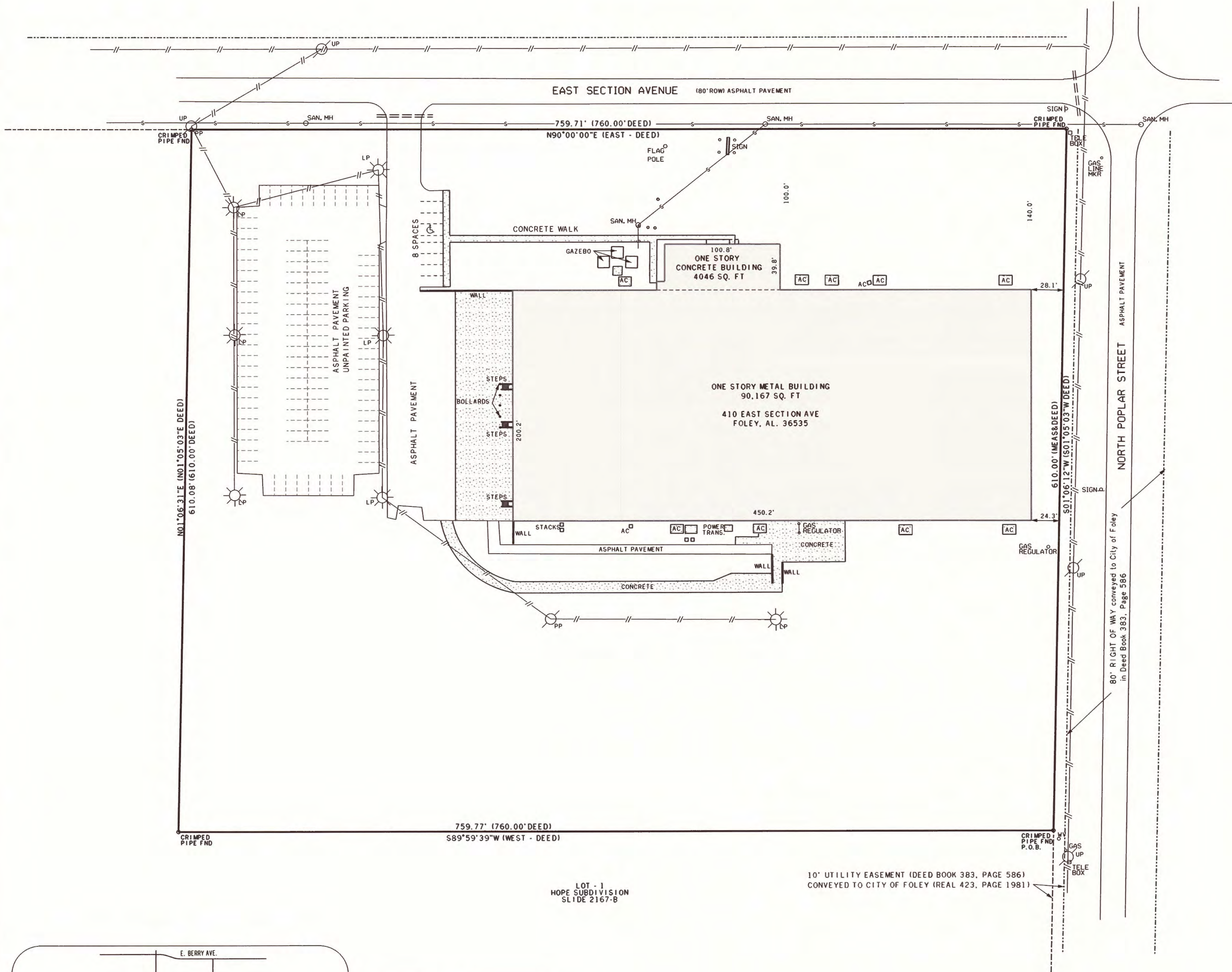
Robbin E. Phillips 7/10/14
Robbin E. Phillips, AL. P.L.S. #14976

STATE OF ALABAMA
BALDWIN COUNTY

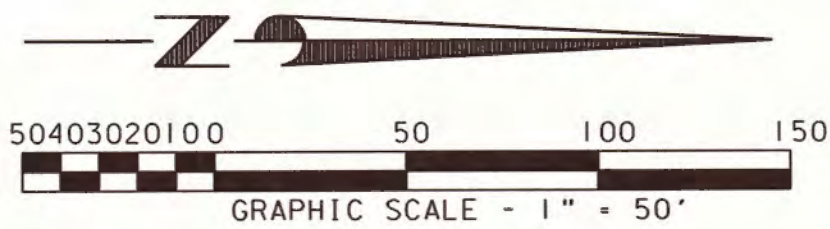
A parcel of land situated in the Southeast quarter of the Southeast quarter and in the Southwest quarter of the Southeast quarter of Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, being a part of Parcels 1 and 2 according to the survey and plat of Wilson Peck Property Minor Subdivision as recorded in Slide 0002434-A in the Probate Office of Baldwin County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of Parcel 2 according to the survey and plat of Wilson Peen. Property Minor Subdivision as recorded in Slide 00022434-A in the Probate Office of Baldwin County, Alabama, said point lying on the North right of way of Miflin Road (County Road #20); thence run North 89°55'03" West along the South line of said Parcel 2 and along said right of way for 294.94 feet to the Point of Beginning of the herein described parcel; thence run continue North 89°55'03" West along said right of way for 126.75 feet thence run North 00°33'41" East for 325.00 feet thence run North 89°55'03" West for 270.00 feet thence run North South 00°33'41" West for 325.00 feet to the Northerly right of way of Miflin Road thence run North 89°55'03" West along said right of way for 100.00 feet to the Southwest corner of the herein described Wilson Peen Property Minor Subdivision thence run North 00°33'41" East for 1207.47 feet thence run North 89°54'42" West for 100.00 feet to the northeast corner of Parcel #3 according to the Re-subdivision of Lot 5, Martin Subdivision as recorded in Slide 2234-A in the Probate Office of Baldwin County, Alabama; thence run North 00°16'48" West for 60.00 feet thence run North South 89°43'12" East for 794.34 feet thence run along the arc of a curve to the right having a central angle of 68°51'37", a radius of 60.00 feet, a chord of 67.85 feet and a chord bearing of South 17°28'26" West for a distance of 72.11 feet thence run North South 00°33'41" West for 792.37 feet thence run North South 89°55'03" East for 170.00 feet thence run North 00°04'32" East along for 345.05 feet thence run South 89°55'28" East for 300.00 feet thence run North 00°04'32" East for 221.19 feet; thence run North South 89°55'03" West for 170.00 feet thence run North 00°04'32" East for 290.00 feet to the North line of said Parcel 1; thence run North South 89°43'12" West for 100.00 feet to the Northeast corner of said Parcel 1; thence run North South 00°32'01" East along the east line of said Parcel 1 for 916.32 feet thence run North 89°55'59" West for 291.57 feet thence run North South 00°00'53" West for 348.46 feet to the point of beginning. Contains 13.782 acres, more or less.

[illegible]



LEGEND	
	OVERHEAD UTILITY LINES
	SANITARY SEWER
	STORM SEWER
	AIR CONDITIONER
	HANDICAP SPACE
	SAN. MH
	UP
	LP



NOTES:

- Field Survey completed December 11, 2013
- UTILITY WARNING
The underground utilities shown on this plat are shown using survey information and from Construction drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.
- Property lies in Flood Zone "X" (Not a flood Prone Area), as depicted on FEMA Flood Insurance Rate Map - Numbers 01003C0820L, dated July 17, 2007.
- The property has access to Section Avenue and Poplar Street, dedicated public rights of way.
- There was no observed evidence of current earth moving, building construction or building additions at the site of survey.
- There was no observed evidence of proposed changes in street right of way or recent street or sidewalk construction or repairs at time of survey.
- There was no observed evidence that the site is used as a solid waste dump, dump or sanitary landfill at time of survey.
- The property described hereon is the same property described in Exhibit A (PARCEL 2) of First American Title Insurance Company, Commitment - File No. 14-17524 - revised, July 8, 2014
- There are 7 regular and 1 handicap striped parking spaces. If striped the unpainted parking lot would contain approximately 104 parking spaces.

REFERENCE INFORMATION:

First American Title Insurance Company, Commitment - File No. 14-17524-Revised July 8, 2014.
Survey of Hope Subdivision, Slide 2167-B

NOTES PERTAINING TO TITLE POLICY - SCHEDULE B

- ITEM 17: Instrument recorded in Deed Book 383, page 586 is for and 80 foot right of way for Poplar Street with additional 10' utility easement on each side. No portion of the property lies within the right of way or easement does not affect the subject property.
- ITEM 18: Subject to oil, gas and mineral lease recorded in Deed Book 416, Page 92. (NOT PLOTTABLE)
- ITEM 19: Subject to Reservation of all interest in and to all oil, gas and mineral rights as contained in deed recorded in Real Book 77 Page 223. (NOT PLOTTABLE)
- ITEM 20: Subject to Reservation of all interest in and to all oil, gas and mineral rights as recorded in Real Property Book 423, Page 1981. This 10' strip appears to be the same strip include in the 10' easement recorded in Deed Book 383, Page 586 and does not affect the subject property (see item 9)
- ITEM 21: Property is not located within a recorded subdivision.

SURVEYOR'S CERTIFICATION

To: JPMorgan Chase Bank, N.A., a national banking association; Chase Community Equity, LLC, a Delaware limited liability company, Chase NMTC CAFFM Investment Fund, LLC, a Delaware limited liability company; Pacesetter CDE, Inc., a Texas corporation; Pacesetter CDE X, LLC, a Texas limited liability company; and Coastal Alabama Farmers and Fishermen's Market, Inc., an Alabama nonprofit corporation and First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 7(a), 7(b), 8, 9, 10, 11(A), 14, 16, 17, and 18 table A thereof. The field work was completed on December 11, 2013. There have been no changes to the subject property since completion of the field survey.

Robbin E. Phillips, AL. P.L.S. #14976

STATE OF ALABAMA
BALDWIN COUNTY

RECORD DESCRIPTION
Commencing at a point where the centerline of L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29 minutes 04 seconds East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by McNeil Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979, for 940.50 feet to the West right of way of Vulcan Street; run thence South 01 degrees 33 minutes 48 seconds West along the West right of way of Vulcan Street for 10.17 feet to a point where the South right of way of Section Avenue. If extended, would intersect the West right of way of Vulcan Street; run thence due East along the South right of way of Section Avenue for 370.32 feet to the point of beginning; continue thence due East along said right of way for 760.00 feet to the West right of way of Poplar Street; run thence South 01 degrees 05 minutes 03 seconds West along said right of way of Poplar Street for 610.00 feet; run thence due West for 760.00 feet to a point; run thence North 01 degrees 05 minutes 03 seconds East for 610.00 feet to the Point of Beginning. Said land being in the City of Foley, Baldwin County, Alabama, and containing 10.6409 acres, more or less.

SURVEY DESCRIPTION
Begin at a crimped iron pipe at the Northeast corner of Lot 1, according to the survey and plat of Hope Subdivision as recorded in Slide 2167-B in the Probate Office of Baldwin County, Alabama; thence run South 89 degrees 59 minutes 39 seconds West along the North line of said Lot 1 for 759.77 feet to a crimped iron pipe; thence run North 01 degrees 06 minutes 31 seconds East for 610.08 feet to a crimped iron pipe on the Southerly right of way of East Section Avenue; thence run North 90 degrees 00 minutes 00 seconds East along said Southerly right of way for 759.71 feet to a crimped iron pipe on the Westerly right of way of Poplar Street; thence run South 01 degrees 06 minutes 12 seconds East along said Westerly right of way for 610.00 feet to the point of beginning. Said land being in the City of Foley, Baldwin County, Alabama, and containing 10.6378 acres, more or less.

FOR REVIEW AND COMMENT	ISSUE DATE	BY	FOR APPROVAL	ISSUE DATE	BY	FOR BID ONLY	ISSUE DATE	BY	RELEASED FOR CONSTRUCTION	ISSUE DATE	BY	AS-BUILT	ISSUE DATE	BY																																								
DATE Dec. 16, 2013 SCALE 1" = 50' F.B. PAGE DISC. MS FILE peavy_alta.dgn REF. FILES NONE QUAD. NAME PROJECT NO. 331492 SHEET NO. 1 OF 1	DRAWN REP CHECKED	ALTA/ACSM LAND TITLE SURVEY 4110 East Section Avenue Foley, Alabama Part of Section 28, Township 7 South, Range 4 East BALDWIN COUNTY, ALABAMA	Hatch Mott MacDonald 1800 INTERNATIONAL PARK DRIVE, SUITE 210 BIRMINGHAM, ALABAMA 35243 (205) 939-1119		REVISIONS NO. DATE DESCRIPTION 1 7/8/2014 Update survey	BY REP	BY	BY	BY	BY	BY	BY	BY	BY																																								
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June 24, 2014

JPMorgan Chase Bank, N.A.,
Chase Community Equity, LLC
Chase NMTC CAFFM Investment Fund, LLC
10 S. Dearborn Street, 19th Floor
Mail Code: IL1-0953
Chicago, IL 60603-5506
Attention: NMTC Asset Manager

Pacesetter CDE, Inc.
Pacesetter CDE X, LLC
2600 E. Southlake Blvd.
Suite 120 -105
Southlake, TX 76092
Attention: Giovanni Capriglione

RE: PPM Project No: 20014701 (i) PPM Consultants, Inc. ("Consultant") for City of Foley Public Facilities Cooperative District, Phase II Environmental Site Assessment Report, dated May 7, 2014 (the "Miflin Report"), for the property which has an address of 20801 Miflin Road, Foley, Alabama (the "Miflin Property"), and (ii) Consultant for City of Foley Public Facilities Cooperative District, Phase II Environmental Site Assessment Report, dated May 12, 2014 (the "Section Report"), for the property which has an address of 410 East Section Avenue, Foley, Alabama (the "Section Property").

Ladies and Gentlemen:

PPM Consultants, Inc. (PPM) understand that (i) JPMorgan Chase Bank, N.A., a national banking association, (ii) Chase Community Equity, LLC, a Delaware limited liability company, (iii) Chase NMTC CAFFM Investment Fund, LLC, a Delaware limited liability company, (iv) Pacesetter CDE, Inc., a Texas corporation, and (v) Pacesetter CDE X, LLC, a Texas limited liability company (collectively, the "Reliance Parties") will be providing financing to Coastal Alabama Farmers' and Fishermen's Market, Inc., an Alabama nonprofit corporation (the "Company"), in connection with the Company's acquisition of and/or construction activities on the Miflin Property and the Section Property. PPM hereby authorizes the Reliance Parties to rely on each of the Miflin Report and the Section Report to the same extent as if the Reliance Parties were original addressees thereof; *provided, however*, that none of the Reliance Parties shall be deemed to be subject to or bound by any of the obligations of any original addressee of the Miflin Report or the Section Report or owner of the Property in any agreement related to the Miflin Report or the Section Report, including, but not limited to, any obligation to provide Consultant with information about the Miflin Property or the Section Property or to indemnify Consultant. In addition, none of the Reliance Parties shall be bound by any provision of any

agreement related to the Mifflin Report or the Section Report which limits Consultant's liability to an amount less than \$1,000,000.00 per occurrence, and the amount of coverage provided by Consultant's professional liability and commercial general liability insurance policies must be at least \$1,000,000.00 per occurrence. PPM has attached a copy of this Environmental Reliance Letter to our professional Errors and Omissions and liability insurance to cover the requirements of this letter.

PPM further states that the investigations summarized in the Mifflin Report and the Section Report were conducted using that level of skill and care as would be used by competent professionals in the industry for similar projects and under similar circumstances, conforms with the guidelines set forth in ASTM Standard E 1527-05, and constitutes all appropriate inquiry into the environmental condition of the Mifflin Property and the Section Property. Based solely upon our investigation and subject to the investigation limitations set forth in the Mifflin Report and the Section Report, PPM is of the opinion that there is no likelihood of recognized environmental conditions or potential for significant environmental liabilities associated with the Mifflin Property or the Section Property.

IN WITNESS WHEREOF, Consultant has caused this Environmental Reliance Letter to be executed as of the date first referenced above.

CONSULTANT:

PPM CONSULTANTS, INC., a Louisiana corporation

By: 

Name: LEE RODGERS

Title: DIST. MGR.

(Authorized Signatory)

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 7th day of July in the year 2014.
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

Coastal Alabama Farmers' and Fisherman's Market, Inc.
407 East Laurel Avenue
Foley, Alabama 36535

and the Construction Manager:

(Name, legal status and address)

Sun Coast Builders Inc – Steve Bailey
11122 County Road 65
Foley, Alabama 36535
License #16687

for the following Project:

(Name and address or location)

CAFFM Phase 2
Foley, Alabama 36535

The Architect:

(Name, legal status and address)

McCollough Architecture – Sted McCollough
4790 Main Street at the Wharf, Suite 209
Orange Beach, Alabama 36561

The Owner's Designated Representative:

(Name, address and other information)

Hoar Program Management
150 Government Street Suite 3005
Mobile, Alabama 36601

The Construction Manager's Designated Representative:

(Name, address and other information)

MCS Contracting Inc– Myles Bishop
PO Box 636
Summerdale, Alabama 36580
License #21110

The Architect's Designated Representative:

(Name, address and other information)

Sted McCollough
4790 Main Street at the Wharf, Suite 209
Orange Beach, Alabama 36561

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201 2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If

the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

Date of commencement of the work for the construction phase will be July 14, 2014.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Owner's Designated Representative in cooperation with the Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Owner's Representative shall use these weekly meetings as the basis to prepare a weekly report and promptly distribute report to the Owner with in 2 days of meeting.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201 - 2007.

§ 2.3.2.7 The Owner's Designated Representative in cooperation with the Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Owner's Designated Representative shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Owner's Designated Representative in cooperation with the Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Owner's Designated Representative shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its weekly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201 - 2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner's Designated Representative shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or

services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's Designated Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$0.00 for Preconstruction services

(Paragraphs deleted)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

\$45,000 for Construction Manager's Fee

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Mutually agreeable amount determined by the Owner and the Construction Manager at the time of the change

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% above the direct cost of the work

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

If in the event that the Construction Manager completes the project below the GMP, the value of the savings will be split 50/50 between the Construction Manager and the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.2 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The period covered by each application for payment shall be for work done thru the 25th of the preceding month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **thirty (30)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the

percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of **two and one half percent (2 ½ %)**. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of **two and one half percent (2 ½ %)** from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Labor and Materials Performance & Payment Bond	100% Value of the Contract (\$988,400.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the

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amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

N/A

ARTICLE 12 SCOPE OF THE AGREEMENT

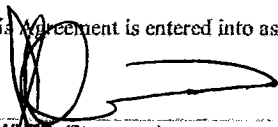
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:


- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

JOHN E. KONIAR
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Steve Bailey Pres
(Printed name and title)

Init.

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17

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Steve Bailey
CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Steve Bailey Pres.
(Printed name and title)

Init.

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AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

AGREEMENT made as of the 7th day of July in the year 2014.

for the following PROJECT:

(Name and location or address)

CAFFM Phase 2

Foley Alabama

THE OWNER:

(Name, legal status and address)

Coastal Alabama Farmers' and Fisherman's Market

407 East Laurel Avenue

Foley, Alabama 36535

THE OWNER'S DESIGNATED REPRESENTATIVE:

(Name, address and other information)

Hoar Program Management

150 Government Street Suite 3005

Mobile, Alabama 36601

THE ARCHITECT:

(Name, legal status and address)

McCollough Architecture – Sted McCollough

4790 Main Street at the Wharf, Suite 209

Orange Beach, Alabama 36561

THE CONSTRUCTION MANAGER (CONTRACTOR):

(Name, legal status and address)

Sun Coast Builders Inc – Steve Bailey

11122 County Road 65

Foley, Alabama

License #16687

THE CONSTRUCTION MANAGER'S DESIGNATED REPRESENTATIVE

(Name, legal status and address)

MCS Contracting Inc– Myles Bishop

PO Box 636

Summerdale, Alabama 36580

License #21110

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Nine Hundred Eighty Eight Thousand Four Hundred Dollars (\$ 988,400.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Itemized Statement of GMP			
Division	Description	Sub Totals	Totals
0	Mobilization		\$ 25,000
2	Existing Conditions		\$ 5,500
	Demolition	\$ 5,500	
3	Structural Concrete		\$ 634
	Soil Poisoning	\$ 634	
4	Masonry & Architecture Conc.		\$ 4,000
	Exterior CMU Backup	\$ -	
	Masonry Veneer	\$ 4,000	
5	Metals		\$ 32,301
	Structural Steel System	\$ 24,008	
	Miscellaneous Metals	\$ 8,293	
6	Woods & Plastics		\$ 57,940
	Rough Carpentry	\$ 5,542	
	Structural Wood Framing	\$ 30,174	
	Finish Carpentry	\$ 22,224	
7	Thermal & Moisture Protection		\$ 15,948
	Waterproofing/Damproofing/Caulking	\$ 11,402	
	Steep Roofing Systems	\$ 4,546	
8	Openings		\$ 77,750
	Doors & Hardware	\$ 20,977	
	Overhead Doors	\$ 30,452	
	Glass & Glazing Systems	\$ 26,321	
9	Finishes		\$ 57,263
	Exterior Metal Studs & Sheathing	\$ 20,109	
	Interior Drywall & GFRC	Wo	
	Hard Tile	\$ 10,044	
	Acoustical Ceiling Systems	\$ 4,706	
	Soft Tile/Carpet/Wood	\$ 1,000	

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	Painting & Wall Coverings	\$ 21,404	
10	Specialties		\$ 2,155
	Restroom Accessories	\$ 2,155	
11	Equipment		\$ 122,000
	Food Service Equipment, Coolers & FF&E Allowance	\$ 122,000	
13	Special Construction		\$ 155,501
	Metal Building	\$ 62,351	
	Existing Reroof	\$ 31,162	
	Steel Entrance & Roof System	\$ 18,591	
	Rear Patios	\$ 43,397	
21	Fire Suppression		\$ 33,500
	Wet Pipe Automatic	\$ 33,500	
22	Plumbing Systems		\$ 52,400
23	HVAC Systems		\$ 73,187
	Package System	\$ 60,687	
	Big Fans	\$ 12,500	
26	Electrical		\$ 135,000
27	Communications-Allowance		\$ 10,000
31	Earthwork		\$ 7,535
	Layout/Engineering	\$ 600	
	Site Demolition	\$ 300	
	Clear & Grub	\$ 500	
	Site Grading & Excavation	\$ 5,635	
	Erosion Control	\$ 500	
32	Exterior Improvements		\$ 37,136
	Base & Paving	\$ 18,030	
	Sidewalks	\$ 7,2056	
	Fencing	\$ 900	
	Landscape & Irrigation-Allowance	\$ 11,000	
33	Utilities		\$ 13,650
	Domestic Water	\$ 11,050	
	Sanitary Sewer	\$ 1,200	
	Natural Gas	\$ 1,400	
50	License, Bonds, and Insurance		\$ 25,000

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	Payment & Performance Bond	\$ 20,000	
	General Liability & Umbrella	\$ 5,000	
	Projected Cost for Construction		\$ 943,400
	Construction Manager Fee		\$ 45,000
	Project Total		\$ 988,400

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

No alternates are included in GMP

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Food Service Equipment & FF&E	\$122,000 – Included in GMP
Communications Allowance	\$10,000 – Included in GMP
Landscaping & Irrigation	\$11,000 – Included in GMP

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Date of commencement of the work for the construction phase is July 14, 2014

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A133- 2009	Standard Form of Agreement Between Owner & Construction Manager as Contractor	July 7, 2014	1-16
AIA A201 – 2007	General Conditions of the Contract for Construction	July 7, 2014	1-43

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

TBD

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T1.1	TITLE SHEET; NOTES; VICINITY MAP	2014.02.14
T1.2	SPECIFICATIONS	2014.02.14
C1	ARCHITECTURAL SITE PLAN	2014.02.14
F-1.0	FOUNDATION PLAN (FRONT)	2014.02.14
F-1.1	FOUNDATION PLAN (REAR)	2014.02.14
D-1.0	DETAILS & SECTIONS	2014.02.14
D-1.1	DETAILS & SECTIONS	2014.02.14
D-1.2	DETAILS & SECTIONS	2014.02.14
D-1.3	DETAILS & SECTIONS	2014.02.14
D-1.4	DETAILS & SECTIONS	2014.02.14
D-1.5	DETAILS & SECTIONS	2014.02.14
D-1.6	DETAILS & SECTIONS	2014.02.14
LS1	LIFE SAFETY PLAN	2014.02.14
A1.1	FLOOR PLAN, DETAILS, AND SCHEDULES	2014.02.14
A1.2	MOE'S KITCHEN EQUIPMENT PLAN	2014.02.14
A1.3	ROOF PLAN	2014.02.14
A2.1	BUILDING ELEVATIONS AND SECTION	2014.02.14
A3.1	WALL SECTIONS	2014.02.14
P1.1	PLUMBING SCHEDULE MOE'S/BIG FISH	2014.02.14
P2.1	OVERALL PLUMBING PLAN	2014.02.14
P3.1	SANITARY PLAN	2014.02.14
P4.1	PLUMBING DETAILS MOE'S	2014.02.14
P4.2	PLUMBING DETAILS MOE'S	2014.02.14
P5.1	PLUMBING DETAILS MOE'S/BIG FISH	2014.02.14
M1.1	HVAC SCHEDULE MOE'S/BIG FISH	2014.02.14
M2.1	OVERALL HVAC PLAN	2014.02.14
M3.1	HVAC DETAILS MOE'S	2014.02.14
E1.1	LEGEND, NOTES, SCHEDULE, AND RISER	2014.02.14
E2.1	POWER PLAN	2014.02.14
E2.2	POWER PLAN ENLARGED	2014.02.14
E3.1	LIGHTING PLAN	2014.02.14
E4.1	PANEL SCHEDULES	2014.02.14
F1.1	FIRE PROTECTION PLAN	2014.02.14
F1.2	FIRE PROTECTION NOTES AND LEGEND	2014.02.14

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Contractors Construction Schedule Dated June 25, 2014 – See Attached

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

November 27, 2014

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

JOHN E. KONIAR
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Steve Bailey Pres.
(Printed name and title)

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(1244752454)

OWNER (Signature)

(Printed name and title)

Steve Bailey
CONSTRUCTION MANAGER (Signature)

Steve Bailey Pres.
(Printed name and title)

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General Conditions of the Contract for Construction

AGREEMENT made as of the 7th day of July in the year 2014.

for the following PROJECT:

(Name and location or address)

CAFFM Phase 2

Foley Alabama

THE OWNER:

(Name, legal status and address)

Coastal Farmers' and Fisherman's Market, Inc

407 East Laurel Avenue

Foley, Alabama 36535

THE OWNER'S DESIGNATED REPRESENTATIVE:

(Name, address and other information)

Hoar Program Management

150 Government Street Suite 3005

Mobile, Alabama 36601

THE ARCHITECT:

(Name, legal status and address)

McCollough Architecture – Sted McCollough

4790 Main Street at the Wharf, Suite 209

Orange Beach, Alabama 36561

THE CONSTRUCTION MANAGER (CONTRACTOR):

(Name, legal status and address)

Sun Coast Builders Inc – Steve Bailey

11122 County Road 65

Foley, Alabama

License #16687

THE CONSTRUCTION MANAGER's DESIGNATED REPRESENTATIVE

(Name, legal status and address)

MCS Contracting Inc– Myles Bishop

PO Box 636

Summerdale, Alabama 36580

License #21110

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect, the Owner and the Contractor, or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or the Owner and the Architect (4) between any persons or entities other than the Owner and the Contractor. The Architect and the Owner shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's and the Owner's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's designated representative.

(Paragraph deleted)

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 The Owner, via the Architect, shall furnish to the Contractor 10 copies of the drawings and specifications for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and/or Owner's designated representative's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect after consulting with the Owner's designated representative. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect and/or Owner's designated representative in the Architect's and/or Owner's designated representative administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner's designated representative any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect and the Owner's designated representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner's designated representative any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect and the Owner's designated representative may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect or the Owner's designated representative issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner, Architect, or Owner's designated representative for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, Owner's designated representative and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect or the Owner's designated representative. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect and/or Owner's designated representative, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect and/or Owner's designated representative, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect and the Owner's designated representative.

3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect and/or Owner's designated representative may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.

§ 3.5 WARRANTY

The Contractor warrants to the Owner, Owner's designated representative, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect and/or Owner's designated representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.1.1 The Owner shall secure building permit and the Contractor shall secure all other permits customarily obtained from the City of Foley at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Architect and Owner's designated representative before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and/or Owner's designated representative will promptly investigate such conditions and, if the Architect and/or Owner's designated representative determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect and/or Owner's designated representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect and/or Owner's designated representative shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's and/or Owner's designated representative's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Owner's designated representative and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent or Project Manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent or project manager shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Owner's designated representative the name and qualifications of a proposed superintendent. The Owner's designated representative may reply within 14 days to the Contractor in writing stating (1) whether the

Owner, Owner's designated representative or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect and/or Owner's designated representative requires additional time to review. Failure of the Architect and/or Owner's designated representative to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Owner's designated representative or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner, Architect's and Owner's designated representative's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 If required by the Owner, The Contractor, within seven (7) business days after being awarded the Contract, shall prepare and submit for the Owner's, Owner's designated representative's and Architect's information a Contractor's construction schedule for the Work.

§ 3.10.2 If required by the Architect, the Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's designated representative's approval. The Architect's and Owner's designated representative's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner's designated representative reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals..

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Owner's designated representative and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and Owner's designated representative and shall be delivered to the Owner's designated representative for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 If required by the Architect, the Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with

the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit two (2) copies for Architect's, and Owner's use plus the number of copies the Contractor requires for his own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.1 The Contractor shall coordinate the Contractor's operations with, and secure the approval of the Owner's designated representative prior to using any portion of the site.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and Owner's designated representative and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner, Owner's designated representative and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Owner's designated representative, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 The Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection as required by the Contract Documents and /or Scope of Work . The Owner shall pay all utilities costs.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer of Landscape Architect.

4.1.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract documents singular in number. The term "Owner" means Owner or in some instances mean the Owner's designated representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect or Owner's designated representative as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect and Owner's designated representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect and Owner's designated representative will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect and/or Owner's designated representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and/or Owner's designated representative will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect and Owner's designated representative will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted, and (2) defects and deficiencies observed in the Work. The Architect and/or Owner's designated representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect and/or Owner's designated representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's designated representative, and shall contemporaneously provide the same information to the Architect, about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's designated representative, and shall contemporaneously provide the same information to the Architect.

§ 4.2.5 Based on the Architect's and Owner's designated representative's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or Owner's designated representative in consultation with the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner's designated representative in consultation with the Architect considers it necessary or advisable, the Architect or Owner's designated representative will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner's designated representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner's designated representative to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 If required by the Architect the Contractor will transmit to the Architect all Shop Drawings, Product Data and Samples. The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect and the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect with assistance from the Owner's designated representative will prepare Change Orders and Construction Change Directives and the Architect may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect, with the assistance of the Owner's designated representative, will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 The Contractor shall furnish in writing to the Owner through the Owner's designated representative the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner's designated representative may reply within 14 days to the Contractor in writing stating (1) whether the Owner, Owner's designated representative or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect or Owner requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner in consultation with the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect with assistance from the Owner's designated representative and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect with assistance from the Owner's designated representative and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum an allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and mutually agreeable amount between the contractor and owner for contractors markup. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, actually incorporated or consumed in the work;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner's designated representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect and Owner's designated representative will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Owner's designated representative determines, in the Architect's and Owner's designated representative's professional judgment, to be reasonably justified. The Architect's and Owner's designated representative's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect and Owner's designated representative concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

See Article 2.3.1.1 of AIA 133 - 2009

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

.1 No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner; or by other causes that the Architect, based on the recommendations of the Owner's designated representative determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 LIQUIDATED DAMAGES

8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

Therefore, unless otherwise defined in the Contract Documents, a time charge equal to **\$0 per calendar day** will be made against the Contractor for the entire period that any part of the Work remains uncompleted after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect through the Owner's designated representative, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner's designated representative may require. This schedule, unless objected to by the Architect or Owner's designated representative, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.1 Unit Prices, if stated in the Contract Documents shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Architect on the first of each month, for Work done through the 25th of the preceding month, two (2) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall

be supported by such data substantiating the Contractor's right to payment as the Owner, Owner or Architect may require, such copies of requisitions from subcontractors and material suppliers, and shall reflect retainage and documents as follows:

.1 Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and the 2-1/2% of total contract amount from 51% - 100% completed.

.2 The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect with assistance from the Owner's designated representative will, within three (3) days after receipt of the Contractor's Application for Payment either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's and Owner's designated representative's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Such notifications will be forwarded to the Contractor by the Owner.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect and Owner's designated representative to the Owner, based on the Architect's and Owner's designated representative's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's and Owner's designated representative's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect or Owner's designated representative. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect or Owner's designated representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect or Owner's designated representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's or Owner's designated representative opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect with assistance from the Owner's designated representative unable to certify payment in the amount of the Application, the Architect or Owner's designated representative will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Architect and Owner's designated representative cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect and Owner's designated representative are able to make such representations to the Owner. The Architect or Owner's designated representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Owner's designated representative opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and Owner's designated representative and the Architect or Owner's designated representative will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect and Owner's designated representative.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect, Owner and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.4.1 The Contractor shall include partial lien releases from each Subcontractor with each monthly Application for Payment.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within Seven days after the receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner, Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect with assistance from the Owner's designated representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect with assistance from the Owner's designated representative, to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the

Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Owner's designated representative shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Owner's designated representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Owner's designated representative, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice through the Owner's designated representative that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), contractors Affidavit of Release of Liens, and (3) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers. The final 2.5% retained will not be paid until all items mentioned are complete and verified by the Architect and the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 , Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- .4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to

persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Owner's designated representative and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.5 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

(Paragraph deleted)

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner and Owner's designated representative named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

.2 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

- | | | |
|----|---------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury & Property Damage | \$1,000,000 combined single limit |

3. Such comprehensive policy shall include the following:

- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below
- E. Broad Form Property damage Coverage, including Completed Operations.
- F. Personal Injury Liability, with employee's exclusions removed.
- G. The Contractor shall indemnify and save harmless the Owner and Owner's designated representative against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner and/or Owner's designated representative, on account thereof.

4. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|---------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury & Property damage | \$1,000,000 combined single limit |
5. Excess Liability: \$2,000,000 limit

6. **Builder's Risk Coverage.** The Owner shall carry a Builder's Risk Policy to cover the full amount of the Contract during construction. SEE SECTION 11.3 WHICH DETAILS THE COVERAGE REQUIRED BY THIS SECTION.

7. A Surety authorized to do business in the State of Alabama shall furnish the required insurance.

8. The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

9. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner through the Owner's designated representative with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's designated representative, the Architect and the Architect's Consultants as additional insured's for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Owner's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

(Paragraphs deleted)

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

11.4.3. The Labor and Materials Payment Bond and Performance Bonds shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than \$10,000.00

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.
6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.
7. The Surety must have a minimum rating of A/Class VII as reported in the latest issue of Best's Key

Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

8. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's designated representative's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner's designated representative be uncovered for the Architect's or Owner's designated representative's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner's designated representative has not specifically requested to examine prior to its being covered, the Architect or Owner's designated representative may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If

such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or Owner's designated representative or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's or Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Owner's designated representative, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and Owner's designated representative timely notice of when and where tests and inspections are to be made so that the Architect and Owner's designated representative may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect or Owner's designated representative will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and Owner's designated representative of when and where tests and inspections are to be made so that the Architect and Owner's designated representative may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner's designated representative services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's designated representative for review and transmittal to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 The Contractor must call the Inspections Department of the City of Foley for their inspections and approval at the times required by the City well as notify the Architect, Owner, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

§ 13.6 INTEREST

(Paragraph deleted)

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. **Between Substantial Completion and Final Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event snot later than the date of issuance of the final Certificate for Payment; and
3. **After Final Payment.** As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Owner's services and expenses made necessary thereby, and other damages incurred by the Owner

and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker after consultation with the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect, Owner and the other party.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner will prepare Change Orders and the Architect will issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay to critical path activities of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions (above average rain shall be considered adverse weather) are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled critical path activities of construction. The Contractor shall document all days within a calendar month that the Contractor could not work on critical path activities for that month due to adverse weather and these days must be substantiated by the Owner's designated representative.

§ 15.1.5.3 Above average rain days shall be assessed and calculated as follows:

- .1 The total number of days in a month it rained more than or equal to 0.10 inches multiplied by a ratio derived by taking the result of the Actual Monthly Rainfall in inches per NOAA, less the 10 year Average Monthly Rainfall in inches for that Month per NOAA and dividing by Actual Monthly Rainfall in inches per NOAA: $((\text{Actual Monthly Rainfall in inches per NOAA}) - (10\text{year Average Monthly Rainfall in inches per NOAA}) / \text{Actual Monthly Rainfall in inches per NOAA})$. NOAA documentation shall be as recorded at the Mobile Regional Airport.
- .3 The result of that multiplication is the amount of calendar days the Contractor can submit as a request for above average rain days.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Architect, as the initial decision maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial decision maker reasonably concludes that, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

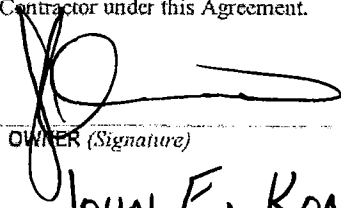
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



OWNER (Signature)

JOHN E. KONIAR
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Steve Bailey Pres
(Printed name and title)

init.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

OWNER (Signature)

Steve Bailey
CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Steve Bailey Pres
(Printed name and title)

Init.



June 25, 2014

Coastal Alabama Farmers and Fisherman's Market, Inc.
407 East Laurel Avenue
Foley, AL 36535

Coastal Alabama Foley Farmers' Market; Phase II ("CAFFM")

Agreement for Architectural Services

The following is provided to outline the terms and conditions between McCollough Architecture, Inc. (Architect) and the Coastal Alabama Farmers and Fisherman's Market, Inc. (Owner) for architectural services for the above-referenced project.

Basic Scope of Services

This project involves a continuum of architectural services for the Coastal Alabama Farmers and Fisherman's Market master plan. Phase II work consists of the renovation and addition to the city's existing metal building structure to accommodate two tenants (Moe's Barbeque and Forland Farms) with a budget of approximately \$966,000.00. The existing building to be renovated is approximately 7,500 square feet and a metal building addition of 2,000 square feet. The work also includes approximately 2,500 square feet of covered porches/entry elements and related site work.

The Architect will produce deliverables to achieve these objectives by following the process below (Deliverables and/or milestones are noted in **bold**):

1. Programming Phase:

This phase of work will involve meeting with the tenant representatives from Moe's and Forland Farms to analyze current facilities to determine the current and projected future needs of the tenants.

2. Conceptual Design Phase:

Upon completion of the Programming Phase the Architect will develop a Master Plan for the project (in graphic form) to meet the program requirements. This work shall include a conceptual site plan, floor plan(s), and concept elevation sketches.

3. Design Development; Construction Documents; Bidding & Negotiation; and Construction Administration/Observation:** The Architect's services for these phases shall also include the following consulting engineers and their scope of work:

- A. Structural Engineering (includes porches/entry additions). Metal Building addition (including foundation design) by Metal building manufacturer.
- B. Mechanical; Plumbing; and Electrical Engineering.
- C. Civil Engineering:
 - 1. Task 1-Civil Site Plans (cover page; notes; demolition, site geometric, utility, stormwater management, site grading, and erosion/sedimentation control plans and related details).
 - 2. Task 2-Permitting & Construction Administration (providing work necessary for permitting plans through the City of Foley including assistance with bidding and contract negotiations; providing assistance with the City of Foley Land Disturbance Permit application and approval; and providing intermittent inspections of work progress and review/approval of the contractor's monthly pay requests).
 - 3. Task 3-Surveying Services (provide topographic survey of proposed construction area; provide updated topographic and engineering survey of area of the improvements; locate all drainage and utilities; and set temporary bench marks for construction).

***As outlined above, The Architect, as a representative of the Owner, agrees to provide Construction Site Observations as requested by the Owner during construction to become generally familiar with the progress and the quality of the work performed in order to keep the Owner informed of the work.*

The Architect shall endeavor to guard the Owner against defects and deficiencies with the work observed during the visit and determine, in general, if the work is being performed in a manner that when fully completed will be in accordance with the contract documents.

PRODUCTION AND FEES

A. Coordination and Staffing

The Architect shall coordinate the work outlined in this proposal with that of other team consultants. The Architect will attend project meetings as needed, and prepare written comments and supplemental drawings/documents as necessary.

B. Fee Schedule/Compensation and Schedule for Deliverables

Items 1:.....

Programming Phase & Conceptual Design Phase

Items 2:.....

Conceptual Design Phase

Item 3:.....

**Design Development; Construction Documents; and
Construction Administration**

TOTAL FEE FOR ITEMS 1,2&3: Lump Sum: \$79,774.00

ADDITIONAL SERVICES

- A. The Architect shall properly notify the Owner that additional services are required prior to proceeding with the additional work. Additional Services include, but is not limited to the following:
1. Revising or modifying documents when the revisions are inconsistent with approvals or instructions previously given by the Owner.
 2. Revising work due to changes required as a result of the Owner not making decisions in a timely manner.
 3. Work not identified in Basic Scope of Services.
- B. Should the Owner request or require additional work outside the Basic Scope of Work, the following hourly rates shall apply:

<u>Classification</u>	<u>Hourly Billing Rate</u>
Principal	\$125.00
Drafting	\$ 85.00
Interior Designer	\$ 75.00
Clerical	\$ 25.00
Engineering	Cost plus 15%

OTHER PROVISIONS

1. Reimbursable expenses including direct project costs associated with copying, blueprinting, postage and delivery services, and renderings/artwork will be billed at cost plus 10%.
2. Five (5) percent interest will be charged per month on any unpaid balance after 30 days plus all costs of collection including reasonable attorney's fees.
3. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
4. Original artwork, renderings, and presentation boards will be considered additional service. Costs relating to this work shall be presented to the Owner for approval prior to work being performed.
5. It is understood that the Architect's services and scope of work does not include Geotechnical Engineering, Landscape Architecture; Kitchen Consultants (provided by the tenant) and/or Audio-Visual Consulting. These services can be provided as an Additional Service but are not included in the Architect's Basic Scope of Services.
6. The schedule (as outlined above) is based on several days review by the Owner and shall be equitably adjusted if longer review periods are necessary. Days are based on calendar days and do not include holidays.
7. It is understood that the Owner will provide a complete survey and drawings of the existing buildings at his expense that would depict all boundaries, easements, utilities, topographical information, benchmarks, existing buildings, and any other criteria needed for the Architect to perform his work.

8. It is understood that these services do not include interior decorating or other specialized display design work. These can be provided as an additional service if requested.
9. It is understood that the Architect does not provide any warranty of the General Contractor's work. Any warranty in regards to the Contractor's work should be expressed in the agreement between the Owner and Contractor.
10. It is understood that if the scope of the Project is changed materially, compensation shall be subject to renegotiation, OR, If the Project is changed or altered by the desires of the Owner after the construction drawings have begun, the Architect and his Consultants shall be reimbursed (based on the established fee schedule) to make the changes desired.
11. It is understood that the Drawings and Specifications as instruments of service are the property of the Architect whether the Project for which they were prepared is executed or not. They are not to be used by the Owner on other projects or extensions to the original Project except by agreement with appropriate compensation the Architect.
12. In the event the project, for whatever reason does not become a reality (in the building form), the Owner shall compensate the Architect's fee earned until the date of termination, within 14 days after the delivery of such documents to the Owner.
13. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination, the Architect will provide the Owner with all task items billed and paid for and the Owner shall pay all fees and costs for tasks completed to time of termination.

If you have any questions or concerns regarding this proposal, please let me know. Otherwise, if you feel this proposal is acceptable, please return a signed and dated original to our office to serve as our agreement and maintain an executed original for your records.

Again, thank you very much for this opportunity and we look forward to working with you.



June 25, 2014

Sted McCollough, President Date
McCollough Architecture, Inc.
(Architect)

Coastal Alabama Farmers Date
and Fisherman's Market, Inc.
(Owner)

8. It is understood that these services do not include interior decorating or other specialized display design work. These can be provided as an additional service if requested.
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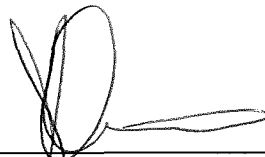
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Again, thank you very much for this opportunity and we look forward to working with you.



June 25, 2014

Sted McCollough, President Date
McCollough Architecture, Inc.
(Architect)



6/25/14

Coastal Alabama Farmers Date
and Fisherman's Market, Inc.
(Owner)

Date: April 7, 2014

AMENDMENT No. 1
to
City of Foley, Alabama
Master Services Agreement

for

Agreement approved and adopted June 17th, 2013

by and between

City of Foley, Owner
and
Hoar Program Management LLC, Consultant

The following changes in the said contract are made therein:

Modify the agreement per article 5.2.1 to incorporate 2 additional projects including the Coastal Alabama Farmers and Fishermans Market (CAFFM) Phase 2 and the Foley Sports Complex.

Modify article 3 of agreement to incorporate HPM's basic scope of services for CAFFM Phase 2 to include:

- Assist the CAFFM in selection of Architect or Record
- Act as Owner's Representative / Liaison to Architect of Record
- Negotiate Fee for Architect of Record
- Monitor Schematic, 30%, 60%, 90% Design Development
- Recommend Value Engineering to Architect where required
- Validate Budget at 30%, 60%, 90% Design Development
- Assist the CAFFM in selection of Construction Manager(CM) as Contractor
- Prepare Construction Manager's Contract and Contract Exhibits
- Review Construction Manager's Estimate
- Recommend Value Engineering to Construction Manager where required
- Validate Construction Manager's Estimate
- Monitor Construction Activities, Construction Schedule, and Cost Control of all Construction Manager's Work Packages.
- Provide weekly progress reports on Construction Manager's progress
- Provide executive summaries of project status to Mayor and Council Members on request.

Modify article 3 of agreement to incorporate HPM's basic scope of services for Foley Sports Complex to include:

- Act as Owner's Representative/Liaison between City of Foley Staff and all entities associated with Blue Collar.
- Monitor Design Development, and Estimate Review of Blue Collar's Architect and Contractor
- Recommend Value Engineering where required to Blue Collar's Architect and Contractor
- Validate Blue Collar's Contractor's Estimate
- Review all Work Package Bids received from Blue Collar's Contractor
- Monitor Construction Activities, Construction Schedule, and Cost Control of Blue Collar's Contractor.
- Provide weekly progress reports on Blue Collar's Contractor's Progress
- Provide executive summaries of project status to Mayor and Council Members on request.

Modify article 4 of agreement to extend the duration of the agreement from June 17th 2014 until June 17th, 2015.

Modify article 7.1 Basis of Contract Price to include:

- Lump sum amount of \$77,500 for services for CAFFM Phase 2 – See attached breakdown
- Lump sum amount of \$161,200 for services for Foley Sports Complex – See attached breakdown

Basis of fee for Amendment in addition to scope of services:

For CAFFM Phase 2:

Anticipated construction NTP is May 1, 2014.

Anticipated construction completion is September 15, 2014

Anticipated fiscal year 2014 fees is \$77,500

For Foley Sports Complex:

Anticipated construction NTP is May 1, 2014

Anticipated construction completion is April 31, 2015

Anticipated fiscal year 2014 fees is \$67,000

Anticipated fiscal year 2015 fees is \$94,200

If the anticipated basic scope of services changes significantly and/or construction period extends beyond our current anticipated completion date's HPM will follow the procedures outlined in article 5 of the current contract.

The Owner and the Consultant agree to the terms of this Amendment as contained herein.

CONTRACTING PARTIES

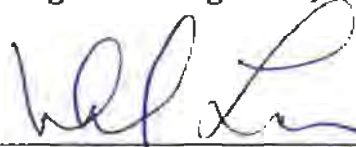
Consultant

Owner

Hoar Program Management, LLC

City of Foley

By:



Mike Lanier - President

By:



John Koniar - Mayor



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 13-0343-RES

File Number: 13-0740

Enactment Number: 13-0343-RES

Consider Resolution Hiring Hoar Program Management

WHEREAS, Hoar Program Management has submitted a Master Services Agreement for professional "Project Management and Owner's Representative Services". Hoar's services includes projects such as overseeing the Event Center and Outdoor Athletic Fields design/development and to monitor the ATRIP grant spending for work performed by Volkert.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves hiring Hoar Program Management, at the established hourly rates, as outlined in their Master Services Agreement, which is made a permanent part of this resolution upon its adoption.

SECTION 2: Appropriates \$50,000 under Account No. 12-665-7312 Q89. City staff shall report back to Council and the Finance Department on how the appropriated funds are being spent.

SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2013.

Aye: 4 Council Member Quaites, Council Member Hellmich, Council Member Blackwell and Council Member Ebert III

Abstain: 1 President Trawick



President's Signature _____

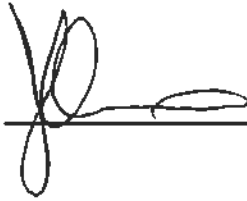
Date _____

Attest by City Clerk _____

Victoria Southern

Date 6-19-2013

Mayor's Signature

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke and a small flourish.

Date

6/19/2013

City of Foley, Alabama Program Manager Master Services Agreement

ARTICLE 1 SERVICES AND OTHER DEFINITION

1.1 "Services" and "Work" are synonymous for purposes of this Contract and mean **Project Management and Owner's Representative Services** for any Project of Owner made subject to this Contract by virtue of execution of an Amendment (as defined below)

1.2 "Amendment" means an amendment executed by Owner and PM in substantially the form of attached Exhibit A identifying a particular capital improvement project (s) of Owner. An Amendment by Owner and PM subjects the capital improvement project (s) identified in that Amendment to the terms and conditions of this Contract.

1.3 "Project" means any capital improvement project undertaken by Owner for which Owner and PM execute an Amendment. "Projects" refers collectively all Projects.

1.4 "Program" means the various Projects undertaken and underway from time to time by Owner in regard to its various properties, but does not include any capital improvement project of Owner for which an Amendment has not been executed by Owner and PM. Execution of this Contract does not obligate Owner to use PM in connection with any capital improvement project.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 Owner and Program Manager: For the purposes of this agreement the Owner shall refer to City of Foley and the PM shall refer to Hoar Program Management, a division of Hoar Construction, LLC.

2.1.1 Relationship: Program Manager ("PM") shall be Owner's principal agent in providing Program Management and Owner's Representative Services described in this Contract. PM and Owner each accept the relationship of trust and confidence between them, which is established in this Contract.

2.1.2 Standard of Service: PM shall furnish its services properly, in accordance with the standards of its profession, and in accordance with applicable federal, state and local laws and regulations which are in effect on the date of this Contract.

2.2 Owner and Designer:

2.2.1 Owner-Designer Agreement: Owner shall enter into a separate agreement, the "Owner-Designer Agreement," with one or more designer professionals to provide for the design of any Project related to the Program and certain design-related services during the Construction Phase of a Project. The Project is defined in Article 1 of this Contract.

2.2.2 Changes: Owner shall not modify the Owner-Designer Agreement in any way that is prejudicial to PM. If Owner terminates Designer's services, a substitute acceptable to PM shall be appointed. PM to have opportunity to review for A & E contract prior to final acceptance by the Owner

2.3 Owner and Prime Contractors:

2.3.1 Construction Contract: Owner may enter into a separate contract with one or more Contractors for the construction of a Project within the Program.

2.4 Relationship of PM to Other Project Participants:

2.4.1 Working Relationship: In providing the Program Management and Owner's Representative Services described in this Contract, PM shall endeavor to maintain, on behalf of Owner, a working relationship with all vendors involved with the "Program".

2.4.2 Limitations: Nothing in this contract shall be construed to mean that PM assumes any of the responsibilities of any other consultant or contractor involved with the Program. All consultants are solely responsible for their individual scope of services and compliance with any local, state or federal requirements.

ARTICLE 3 BASIC SERVICES

3.1 Program Manager's Basic Services: As the Program is more clearly defined, specific project scope of services will be incorporated into this Master Services agreement via Amendment to Article 3. Any and all staffing increases or decreases will be addressed in Article 3. Billing for increases to

staff for specific projects will be in accordance with Exhibit A (Hourly Rate schedule) unless otherwise agreed upon in Article 3. The rates reflected in Exhibit A will be subject to annual increases to cover inflation and possible increased cost of employment. The increase to the Hourly Rate schedule will be at the mutual consent of both the Program Manager and the Owner.

ARTICLE 4 DURATION OF MASTER SERVICE AGREEMENT

4.1 The commencement date for The Master Service Agreement shall be the date of the execution of this Contract.

4.2 The duration of The Master Services Agreement under this Contract shall be 365 consecutive calendar days from the commencement date and to be automatically renewed annually unless Hoar Program Management is notified in writing within 60 days prior to the anniversary date of this contract. For specific durations for projects reference Amendments as indicated in Article 3.

4.3 The duration of The Master Service Agreement may be changed only as specified in Article 5.

ARTICLE 5 CHANGES TO MASTER SERVICE AGREEMENT TERMS AND CONDITIONS

5.1 OWNER CHANGES:

5.1.1 Once the Scope of Services have been defined in Article 3 of this agreement, Owner, without invalidating this Contract, may make changes in Program Manager's Basic Services. PM shall promptly notify Owner of changes that increase or decrease PM's compensation or the duration of Program Manager's Basic Services or both.

5.1.2 If the scope or the duration of this agreement is changed, PM's compensation shall be adjusted equitably. A written proposal indicating the change in compensation for a change in the scope or duration of shall be provided by PM to Owner within thirty (30) days of the occurrence of the event giving rise to such request. The amount of the change in compensation to be

paid shall be determined on the basis of PM's cost and a reasonable adjustment in PM's fixed, lump sum, or factor fee consistent with the provisions of Article 7.

5.2 AUTHORIZATION:

5.2.1 Changes in Program Manager's Basic Services and entitlement to additional compensation or a change in duration of this Contract shall be made by a written amendment to this Contract executed by Owner and PM. The amendment shall be executed by Owner and PM prior to PM's performing the services required by the amendment.

5.2.2 PM shall proceed to perform the services required by the amendment only after receiving written notice from Owner directing PM to proceed.

5.3 INVOICES FOR ADDITIONAL COMPENSATION:

5.3.1 PM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Contract.

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 Owner shall provide to PM complete information regarding Owner's knowledge of and requirements for the Program. Owner shall be responsible for the accuracy and completeness of all reports, data, and other information furnished. PM may use and rely on the information furnished by Owner in performing services under this Contract and on the reports, data, and other information furnished by Owner's consultants.

6.2 Owner shall be responsible for the presence at the site of any asbestos, PCB's, petroleum, radioactive materials and other hazardous materials, and the consequences of such presence.

6.3 Owner shall promptly review all reports, requests and information submitted by PM and as appropriate shall respond or render decisions pertaining promptly. Owner's responses and decisions are critical to the Program Schedule and, accordingly, Owner agrees to furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work in cooperation with PM consistent with this Contract and in accordance with the planning and scheduling requirements and budgetary restraints of the Program.

6.4 Owner shall furnish legal, accounting and insurance counseling services as may be necessary for the Program.

6.5 Owner shall furnish insurance for the Program as specified in Article 8.

6.6 If Owner observes or otherwise becomes aware of any fault or defect with any Project or any Work that does not comply with the requirements of the Contract Documents, Owner shall give prompt written notice thereof to PM.

6.7 Owner shall retain necessary consultants to carry out the scope of projects as the scope is defined. The Services, duties and responsibilities set out in the agreements with any of the Owner's consultants shall be compatible and consistent with this contract. Owner shall require that all consultants perform its services in cooperation with the PM in order not to hinder the overall success of the Program. Owner shall provide the PM with a copy of all agreements with the consultants and Owner represents to the PM that all the terms of those agreements have been acknowledged by and accepted to the consultant. PM agrees to perform all duties and responsibilities that Owner has agreed PM will perform in the agreements between Owner and any consultants. The terms and conditions of the Agreement between Owner and consultant shall not be changed without written consent of PM, which consent shall not be unreasonably withheld. A Designer whose services, duties and responsibilities shall be described in a written agreement between Owner and Designer. The services, duties and responsibilities set out in the Agreement between Owner and Designer shall be compatible and consistent with this Contract and the Contract Documents. Owner shall, in its agreement with Designer, require that Designer perform its services in cooperation with PM, consistent with this Contract and in accordance with the planning and scheduling requirements and budgetary restraints of the Project. Owner shall provide to PM a copy of the Agreement between Owner and Designer, and Owner represents to PM that all the terms of that Agreement have been acknowledged by and are acceptable to Designer. PM agrees to perform all duties and responsibilities that Owner has agreed PM will perform in the Agreement between Owner and Designer. The terms and conditions of the Agreement between Owner and Designer shall not be changed without written consent of PM, which consent shall not be unreasonably withheld.

6.8 Owner shall cause any and all agreements between Owner and any consultant or vendor to be compatible and consistent with this Contract. Each of the agreements shall include waiver of subrogation and shall expressly recognize PM as Owner's agent in providing the Program Manager's Basic and Additional Services specified in this Contract.

6.9 Owner shall in a timely manner secure, submit and pay for necessary approvals, easements, assessments, building permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.10 Owner shall furnish evidence satisfactory to PM that sufficient funds are available and committed for the entire cost of the Program. Unless such reasonable evidence is furnished, PM is not required to commence Program Manager's Services and may, if such evidence is not presented within a reasonable time, suspend the Services specified in this Contract upon fifteen (15) days' written notice to Owner. This should help eliminate making contractual obligations prior to funding being available. In such event, PM shall be compensated in the manner provided in Paragraph 9.2.

6.11 Owner shall send to PM and shall require all consultants or vendors to send to PM copies of all notices and communications received during the duration of the Program. During the Construction Phase of the Project, Owner shall require that Prime Contractors submit all notices and communications relating to the Project directly to PM.

6.12 Owner shall designate in writing an officer, employee or other authorized representatives to act in Owner's behalf with respect to the Program. This representative shall have the authority to approve changes in the scope of the Program and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

6.13 Owner shall make payments to Consultants and Vendors recommended by PM on the basis of Consultant and Vendor's applications for payment.

ARTICLE 7

CONTRACT PRICE AND PAYMENT

7.1 Basis for Contract Price: Unless provided otherwise, the basis for the contract price to be paid PM for Services shall be in accordance with conditions established in Article 3 of this agreement.

7.2 Basis for Payment for Consultants Engaged By PM: For architects, engineers, and other consultants engaged by PM to perform services related to the Project, PM shall be paid the amount of the invoice times a multiple of 1.10.

7.3 Direct Expenses: In addition to the amounts provided for in Paragraphs 7.1 and 7.2, PM shall be reimbursed for its actual approved expenditures made by PM, and by engineers, architects and its consultants engaged by PM on behalf of the Owner. Also to include without limitation:

7.3.1 Long distance telephone calls, telegrams, facsimiles, and similar charges;

7.3.2 Handling, shipping, mailing and reproduction of materials and documents;

7.3.3 Transportation and living expenses when traveling in connection with the Project;

7.3.4 Computer equipment, computer software purchased, electronic data processing service and electronic data processing equipment, word processing equipment;

7.3.5 Insurance which PM is required to carry by the terms of this Contract which are not included as part of the contract rates.

7.3.6 Relocation of employees and their families;

7.3.7 Temporary living expenses of employees, who are not relocated, but assigned to the Project;

7.3.8 Gross receipts taxes, sales or use taxes, service taxes and other similar taxes required to be paid as a result of performance of services by PM of this Contract;

7.3.9 Field office expenses including the cost of office rentals, field telephones, utilities, field furniture, equipment and supplies; and

7.3.10 Legal costs reasonably and properly incurred by PM in connection with its performance under this Contract.

7.3.11 Fees paid for securing approval of authorities having jurisdiction over the Project;

7.4 Program Manager's Accounting Records: Records of PM's personnel expense, engineers', architects' and consultants fees and direct expenses pertaining to the Program shall be maintained on the basis of generally-accepted accounting practices and shall be available for inspection by Owner or Owner's representative at mutually convenient times for a period of two years after completion of the Construction Phase.

7.5 Payments: Payments shall be made monthly, not later than thirty (30) days after presentation of PM's invoice to Owner, as follows:

7.5.1 Payment of the Contract Price as indicated in Paragraph 7.1 shall be in amounts prorated equally over the duration of Program Manager's Services. The duration shall be as set out in Article 4;

7.5.2 Payment of expense and the fixed hourly rate for principals shall be in amounts equal to the actual hours spent during the billing period on the Program multiplied by the rates and multiples stated in Exhibit A;

7.5.3 Payment of engineer, architect and consultant services shall be in amounts equal to the invoice in receipt by PM for the billing period times the multiplier stated in Paragraph 7.2;

7.5.4 Reimbursement for direct expenses shall be in amounts equal to expenditures made during the billing period and during previous billing periods not yet invoiced times the multiplier stated in Paragraph 7.2;

7.5.5 Unless there has been proven negligence by the PM, no deductions shall be made from PM's compensation due to any claim by Owner, or its consultant or vendors or others not a party to this Contract or due to any liquidated damages, retainage or other sums withheld from payments to any consultant or vendor or others not a party to this Contract; and

7.5.6 Compensation for Additional Services: PM shall be compensated and payments shall be made for performing Additional Services in the same amount and manner as provided in Article 7 for Basic Services. There shall be an increase in the fixed fee set out in Paragraph 7.2 in an amount that is mutually agreeable between Owner and PM.

7.6 Fixed Price: *not applicable*

ARTICLE 8 INSURANCE AND MUTUAL INDEMNITY

8.1 Program Manager Insurance:

8.1.1 PM shall purchase and maintain insurance to cover the following:

8.1.1.1 Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the Work performed;

8.1.1.2 Claims for damages for bodily injury, occupational sickness or disease or death of PM's employees under any applicable employer's liability law;

8.1.1.3 Claims for damages for bodily injury or death of any person other than PM's employees to the extent that it arises out of PM's negligence;

8.1.1.4 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from to the extent that it arises out of PM's negligence; or

8.1.1.5 Claims for damages for bodily injury or death of any person or property damage arising out of Ownership, maintenance or use of any motor vehicle to the extent that it arises out of PM's negligence.

8.1.2 Program Manager's Comprehensive General and Automobile Liability Insurance.

8.1.3 Comprehensive General Liability Insurance may be obtained under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

8.1.4 The foregoing policies shall be written for not less than the limits agreed upon by PM and Owner and shall contain a provision that coverages afforded under the policies shall not be canceled or expire until at least thirty (30) days written notice has been given to Owner and shall include the Owner as an additional insured under the policies. Certificates of insurance showing such coverage to be in force shall be filed with Owner prior to commencement of PM's services.

8.2 Owner's Insurance:

8.2.1 Owner shall be responsible for purchasing and maintaining its own liability insurance and at Owner's option, may purchase and maintain such additional insurance to protect Owner against claims losses, or damages that may arise from any project performed under the Program.

8.2.2 PM, as agent of Owner, shall be named as an additional insured in any insurance policy obtained by Owner or its consultants/vendors/contractors for any project performed under the Program.

8.2.3 Owner shall be responsible for purchasing builder's risk insurance on an all risk basis, sufficient to cover the interests of PM.

8.3 Notices and Recovery:

8.3.1 Owner and PM each shall provide the other with copies of all policies thus obtaining for the Program. Each party shall provide the other thirty (30) days written notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

8.4 Waiver of Subrogation:

8.4.1 Owner and PM waive all rights against each other and against Prime Contractor, Designer, consultants, agents and employees of the other for damages during construction covered by any property insurance as set forth in the Contract Documents. Owner and PM shall each require similar waivers from their Prime Contractors, consultants and agents.

8.5 Indemnity:

8.5.1 PM hereby agrees to indemnify and hold harmless Owner, and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from the negligent acts or omissions of PM in performing the Program Manager's Services under this Contract provided, however, that PM does not assume any risk of damages and shall not be liable for any damages to any project within the Program or to property that is incorporated in, or shall be incorporated in, or is located on a project site. The total liability of PM arising by reason of this indemnity for losses that are not insured or exceed the amount of available insurance shall not exceed the amount of the total compensation actually paid to PM by Owner pursuant to this Contract.

8.5.2 The Owner shall cause each Designer, Engineer or any other Owner contracted Vendor, (hereinafter collectively referred to as Agents), to agree to defend, indemnify and exonerate the Program Manager (and its agents and employees) as to and from all liability, claims, action, causes of action, lawsuits and demands (including all judgments and settlements made at arms length and all attorneys fees and litigation expense connected therewith) for personal injury, death, (including personal injury or death of the Agents' own employees) and/or property damage arising out of any act or omissions, work or operation performed by, for, and on behalf of the Agents. The foregoing covenant and agreement shall include all such liabilities, claims, lawsuits and demands where it is charged, alleged or proven that the Agents (or its agents or employees) was in any way at fault in causing or contributing to such injury, death or property damage. The Agents' liability insurance policies shall each contain contractual insurance coverage so as to protect the Agents and in turn the Program Manager as to the covenant contained in this section. The Program Manager shall be named as an additional insured in the Agents' comprehensive

general liability, automobile and excess liability insurance policies.

8.5.3 Owner hereby agrees to defend, indemnify, and hold harmless PM and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from negligent acts or omissions of Owner, its employees, agents, representatives, independent Prime Contractors, material suppliers, Prime Contractor and Designer.

ARTICLE 9 TERMINATION AND SUSPENSION

9.1 Termination by Owner for Convenience:

9.1.1 Project Canceled or Deferred: This Contract may be terminated by Owner for its convenience upon ninety (90) days' written notice to PM if such termination is the result of Owner canceling or indefinitely deferring the Program.

9.1.1.1 Payment Due PM: If the Program is canceled or indefinitely deferred and this Contract is terminated by Owner, PM shall be paid (i) the amounts due for services performed and expenses incurred up to the effective date of termination, and (ii) all expenses incurred as a result of such termination, whether incurred prior to, during or after such termination, plus an amount calculated as follows:

9.1.1.2 If the termination occurs during the Pre-design Phase, Design Phase or Bidding Phase, twenty (20) percent of the total amount paid, plus amount due at termination;

9.1.1.3 If the termination occurs during the Construction Phase or Post-Construction Phase, ten (10) percent of the total amount paid, plus amount due at termination;

9.1.2 Termination by Owner For Cause: Owner may terminate PM (i) for cause if PM has materially failed to perform its duties and obligations under this Contract and if Owner has given PM written notice of the intent to terminate for cause and the reasons for the intent to terminate for cause and has allowed PM fourteen (14) days to cure the alleged reasons and has thereafter provided written notice of termination, or (ii) for a suspension of sixty (60) days or more based on order of a court or other authority having jurisdiction or other event not the fault of either party, upon Owner giving fourteen (14) days' written notice.

9.1.2.1 PM shall be due the amounts set out in Section 9.1.1.1 except for the amounts called for in Section 9.1.2.

9.2 Termination by PM:

PM may terminate this Contract for (i) nonpayment by Owner, (ii) suspension of the Program for more than ninety (90) days, or (iii) material breach or failure of Owner to comply with this Contract.

9.2.1 In such event PM shall be paid consistent with Paragraph

9.3 Suspension:

9.3.1 Owner may in writing order PM to suspend all or any part of Program Manager's Services for the Program for the convenience of Owner or for stoppage beyond the control of Owner or PM. If the performance of all or any part of the Services for the Program is so suspended, an adjustment in PM's compensation shall be made for the increase, if any, in the cost of PM's performance of this Contract caused by such suspension and this Contract shall be modified in writing accordingly.

9.3.2 In the event Program Manager's Services for the Program are suspended, Owner shall reimburse PM for all of the costs of its staff on at the time of the suspension for the first thirty (30) days of such suspension. PM shall reduce the size of its project staff for the remainder of the suspension period as directed by Owner and, during such period, Owner shall reimburse PM for all of the costs of its reduced staff. Upon cessation of the suspension, PM shall restore the staff in accordance to meet the requirements of the Program at that time.

9.3.3 Persons assigned by PM to another project during such suspension periods and not available to return to the Program upon cessation of the suspension shall be replaced. Owner shall reimburse PM for costs incurred for relocation of previous staff persons returning to the Program or for new persons assigned to the Program.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Owner and PM shall submit all unresolved claims, counterclaims, disputes, controversies, and other matters in question between them arising out of or relating to this Contract or the breach thereof ("disputes"), to mediation prior to either party's initiating against the other a demand for arbitration pursuant to Paragraph 10.2; provided, that if mediation is not conducted within sixty (60) days of a written request by either party to mediate, then either party can demand arbitration pursuant to Paragraph 10.2.1.

10.1.1. Owner and PM shall agree in writing as to the identity of the mediator and the rules and procedures of the mediation. If Owner and PM cannot agree, the dispute shall be submitted to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association.

10.2 All disputes that Owner and PM are unable to resolve by mediation as aforesaid shall be finally decided by binding arbitration.

10.2.1 The parties agree that this Contract involves interstate commerce and the agreement to arbitrate is governed by the Federal Arbitration Act (9 USC § 1 et seq.) and the arbitration will be conducted in Baldwin County in the state of Alabama. that the agreement to arbitrate, and Any award of the arbitrator(s) shall be specifically enforceable in BaldwinCounty in the state of Alabama any court having jurisdiction.

10.2.2 Owner and PM agree to submit all disputes to arbitration under the then current Construction Industry Rules of the American Arbitration Association.

10.2.3 Notice of demand for arbitration must be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand must be made within a reasonable time after the dispute has arisen, but not prior to or during the pendency of the mediation as agreed in Paragraph 10.1. In no event may the demand for arbitration be made after the date when institution of legal proceedings based on such dispute in question would be barred by the applicable statute of limitations.

10.2.4 No arbitration arising out of, or relating to, this Contract may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Contract unless both parties agree otherwise in writing.

10.2.5 The award rendered by the arbitrator(s) will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modification or appeal.

10.2.6 In any judicial proceeding to enforce this Contract to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. § 4 Federal Arbitration Act, and such issues shall be determined by the Court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limits, applicability of indemnity clauses, clauses limiting damages and statutes of limitations shall be for the arbitrator(s), whose decision thereon shall be final and binding. The parties agree to file no interlocutory appeal of an order compelling arbitration.

10.2.7 Unless otherwise agreed in writing, PM shall continue to carry out its responsibilities under this Contract during any dispute, and Owner shall continue to make payments in accordance with this Contract.

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Confidentiality – Except for communication related to the performance of its services under this Contract, or for communications related to filings with, or otherwise required by, governmental bodies having jurisdiction over a particular project performed under this contract, or for information required to be disclosed by law or regulation or for publicity approval by Owner, PM agrees to keep all information concerning the Program confidential.

11.2 Limitation and Assignment – Neither the Owner nor PM shall assign or transfer its interest in this Contract without the written consent of the other, except that PM may, without approval of Owner, assign accounts receivable to a commercial bank or other financial institution for securing loans. In the event of an assignment by Owner, Owner agrees that it shall remain liable for payments due to PM under this Contract in the event the assignee fails to make such payments.

11.3 Governing Law – This Contract shall, unless otherwise provided, be governed by the law of the state Alabama.

11.4 Extent of Agreement – This Contract constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Contract may be amended only by a written amendment signed by Owner and PM. Nothing contained in this Contract is intended to benefit any third party.

11.5 Severability – If any portion of this Contract is held as a matter of law to be unenforceable, the remainder of this Contract shall be enforceable without such portion.

11.6 Meaning of Terms – References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

11.7 Notices – All notices required by this Contract or other communications to either party by the other shall be deemed given when made in writing and delivered either by hand delivery, or by depositing in the United States Mail, postage prepaid, addressed as follows, or by facsimile sent to the following fax number, or by E-mail sent to the following E-mail address:

To Owner:

Mayor John Konair

407 East Laurel Avenue

P.O. Box 1750

Foley, Alabama 36536

Phone: 251 – 943 – 1545

Fax: 251 – 952 - 4014

To Program Manager:

Mike Lanier, Hoar Program Management

150 Government Street, Suite 3500

Mobile, AL 36602

Fax #: 251-431-9857

E-Mail: lanier@hoarpm.com

11.8 Exhibit A – Billing Rates -

11.8.1 Exhibit B – Certificate of Insurance – Dated 7/1/2011

Arbitration: The parties expressly acknowledge that this Contract contains an agreement to final and binding arbitration of all disputes that might relate to or arise out of this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date set forth on page 1 hereof.

ATTEST:

Witness:

Victoria Southern

OWNER

By:

Title:

[Signature]
Mayor

Witness:

[Signature]

Program Manager

By:

Title:

[Signature]
President



EXHIBIT B CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-478-2211	FAX (A/C, No):
INSURED Hear Construction, LLC P.O. Box 680400 Birmingham, AL 35286-0400	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Contractors Ins Co RRG	
	INSURER B: ACIG Insurance Company	
	INSURER C: Charter Oak Fire Insurance Company	
	INSURER D: Suncoast Union Insurance Company	
INSURER E: St. Paul Travelers		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: STC88CWW

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR BSR YYYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL11000034 Primary GL11000034 Excess FF	06/01/2011	06/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY		OT01059036719C0F11	06/01/2011	06/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		<input checked="" type="checkbox"/> Hired Physical Damage				
D	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	G21979132006	06/01/2011	06/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WC11000025 WC11000025 (TX,KY,WV)	06/01/2011	06/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indemnify in N/A)	N/A				
E	COMBINED INLAND MARINE		OT0604022N998	06/01/2011	06/01/2012	Leased/Rented/Per Occ Per Item \$ 750,000
	Owned Equip & Leased/Rented Equip on File w/Co., All Risk Coverage, Boom & Overload Exclusion Removed. Valuation is Actual Cash Value					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Evidence Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul B. L. L. L.

ARCHITECT'S PROJECT COMPLIANCE CERTIFICATE

TO: PACESETTER CDE X, LLC, a Texas limited liability company (together with its successors and assigns, "Lender"); and

JPMORGAN CHASE BANK, N.A., a national banking association (together with its successors and assigns, "Disbursement Agent").

FROM: MCCOLLOUGH ARCHITECTURE, INC., an Alabama corporation (together with its successors and assigns, "Architect").

This Architect's Project Compliance Certificate (this "Certificate"), dated as of July 11, 2014 (the "Effective Date"), is rendered with respect to:

(A) parcels of land located at 20733 Mifflin Road, Foley, Baldwin County, Alabama 36535 and 410 East Section Avenue, Foley, Baldwin County, Alabama 36535 (collectively, the "Land"), shown on a plan entitled "Site Plan", dated July 7, 2014, and prepared by Hatch Mott McDonald (the "Site Plan");

(B) the Land and the existing improvements thereon are owned by Coastal Alabama Farmers' and Fishermen's Market, Inc., an Alabama nonprofit corporation ("Borrower"); and

(C) the construction of a farmers' market-style pavilion consisting of approximately 9,500 square feet and a warehouse facility consisting of approximately 2,040 square feet and related facilities (collectively, the "Improvements") on the Land, as shown on the Site Plan. The Improvements will be used as a farmers' and retail market and a wholesale produce distribution facility (the "Intended Use") and will be constructed in accordance with the architectural and engineering drawings and specifications prepared by McCollough Architecture, Inc. and Consultants and attached hereto as Exhibit A (the "Plans & Specifications"). The Land and the Improvements are collectively referred to herein as the "Property."

Architect is furnishing this Certificate to Lender to induce Lender to make loans to Borrower to finance the acquisition and construction of the Improvements and it is intended that Lender, Disbursement Agent, and their respective affiliates and attorneys shall rely upon the contents and accuracy of this Certificate.

In completing this Certificate, Architect has assumed that: (i) the Improvements will be completed in accordance with the Site Plan and the Plans & Specifications; (ii) the Improvements, once completed, will be used for its Intended Use; and (iii) the Improvements, once completed, will be properly used and maintained.

Architect certifies to Lender and Disbursement Agent, to the best of its professional judgment, as follows:

(a) Zoning District.

(i) The Land and the Improvements (once completed) will be located entirely within a B1A District under the zoning ordinance or by-law of the City/Town of Foley, Alabama adopted November, 2013, as presently in effect (the "Zoning Code") and shown on a map entitled "City of Foley Zoning Map", dated July, 2014, prepared by City of Foley GIS Department (the "Zoning Map").

(ii) No portion of the Land lies within any overlay or special district under the Zoning Code except as follows: N/A (if not applicable, put "N/A").

(b) Zoning Requirements. We have examined all requirements of the applicable Zoning Code which are applicable to the construction and intended use of the Improvements and have determined that:

(i) The intended use of the Improvements (*insert description of use*):

☒ is permitted as a matter of right;

☐ requires site plan approval from _____, which has issued and a true copy of which is attached to this Certificate;

☐ requires a conditional use permit or special permit from _____, which has issued and a true copy of which is attached to this Certificate;

☐ requires a variance of special exception from _____, which has issued and a true copy of which is attached to this Certificate.

(ii) The chart set forth in the attached Exhibit B indicates the dimensional and other requirements contained in the Zoning Code which are applicable to the Property and the pertinent dimensions and other data of the Property, each of which has been measured in accordance with the requirements of the Zoning Code. The Improvements, if constructed in accordance with the Site Plan and the Plans & Specifications, will comply with all such requirements except as specifically noted on Exhibit B attached hereto and made a part hereof.

As noted in Exhibit B, the Property does not or will not comply with the following requirements: _____

_____.

The City/Town of _____, _____ has granted a variance from such requirement, a true copy of which is attached to this Certificate.

(iii) The Land, standing alone as a separate parcel, is of sufficient size and is suitably located to permit construction of the Improvements in accordance with the Site Plan and the Plans & Specifications, in compliance with all such requirements.

(c) Good Architectural Practices.

[X] The Site Plan and the Plans & Specifications were drawn in accordance with good architectural and engineering practices.

[] We have reviewed and are familiar with all tests and analyses performed and professional recommendations made by soil engineers and other consultants regarding the condition of the soil at the Property. (If not applicable, mark as "N/A": N/A.)

[] The condition of the soil at the Property is adequate to support the Improvements to be constructed in accordance with the Plans & Specifications. (If not applicable, mark as "N/A": _____.)

(d) Compliance With Laws. The Site Plan and the Plans & Specifications comply with all applicable federal, state and municipal laws, rules and regulations, including, without limitation, the Federal Clean Air Act, as amended, and the Federal Clean Water Act, as amended, and state laws and regulations consistent with the requirements of said Acts; and the Improvements, if constructed in accordance with the Site Plan and the Plans & Specifications, will likewise comply with all applicable federal, state and municipal laws, rules, regulations and ordinances of every nature and description relating to the construction and the intended use thereof including, without limitation, all laws and regulations regarding handicapped access, including any requirements of the Architectural Access Board or the Americans with Disabilities Act.

(c) Wetlands. We are familiar with the on-the-ground conditions of the Land, and the Land conditions are such that provisions of federal, state and municipal laws relating to the filing, dredging, excavation or other usage of lands classified as wetlands or lands which are subject to periodic flooding or have thereon standing or moving bodies of water:

[X] are not applicable to the construction of the Improvements;

[] are applicable to the construction of the Improvements and have been complied with in the following manner:

_____ (insert names of permits which have been issued, dates of issuance and issuing authorities; attach copies of all permit listed). Copies of each of the foregoing permits are attached hereto as Exhibit C.

(f) Access; Utilities; Drainage. Satisfactory methods of access to and egress from the Land and adjoining or nearby public ways are available, sufficient to meet the reasonable needs of the Improvements and all applicable requirements of public authorities. Sanitary water supply and storm sewer and sanitary sewer facilities and other required utilities (including, without limitation, gas, electricity and telecommunications) are likewise available, sufficient to meet the reasonable needs of the Improvements and all applicable requirements of public authorities, at or within the lot lines of the Land. No easements

over land of others are required for such means of access and egress or for any such utilities; and design conditions are such that no drainage of surface water across land of others is called for or indicated by the Site Plan and the Plans & Specifications. Soil conditions are such that the load-bearing capacity of the soil under the Improvements is adequate to support the same, according to sound engineering practice followed in the area.

- (g) Easements. We have reviewed and are familiar with the location of all easements, rights-of-way, subsurface rights and the like in force relating to the Land, and the Site Plan and the Plans & Specifications have been so prepared that the Improvements will not encroach over, across or upon any such easements, rights of way or subsurface rights and the like.

- (h) Permits and Approvals.

All permits, licenses, approvals and the like required for the construction and Intended Use of the Improvements, including, without limitation, building permits, earth removal permits, curb-cut permits, water connection permits, sewer extension or connection permits, other permits relating to the use of utilities and permits required under the Federal Clean Air Act, as amended, the Federal Clean Water Act, as amended, and state law or regulations consistent with the requirements of said Acts, have been validly issued by appropriate authorities, are now in full force and effect, as follows: City of Foley Alabama (*insert names of permits which have been issued, dates of issuance and issuing authorities*). Copies of each of the foregoing permits are attached hereto as Exhibit C.

construction of the Improvements is not, as of the Effective Date, sufficiently complete to make it possible to have secured the following permits, which also are required for the Improvements: _____

(*if applicable, insert names of permits to be issued and issuing authorities*).

It is the express opinion of the undersigned that the foregoing permits will be duly issued in the ordinary course of construction of the Improvements and upon the completion thereof.

- (i) Urban Renewal; Historic Districts. No part of the Land lies within any federal, state or municipal urban renewal area, historic district or the like specially designated area.
- (j) Floodplain. No part of the Land lies within: (i) a floodway or any federally designated "special hazard area" (*i.e.*, an area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, A0, A1-30, AE, A99, AH, V0, V1-30, VE, V, M or E); (ii) any special floodplain, watershed or wetlands district; or (iii) any earthquake-prone area classified as a "Major Damage Zone" by the International Conference of Business Officials.

- (k) Plans & Specifications. The Plans & Specifications are identical to the plans and specifications for the Improvements which have been filed with all governmental agencies having jurisdiction over the issuance of the necessary governmental construction permits, and are the same as the plans and specifications listed in the contraction contract(s) pursuant to which construction of the Improvements is to be undertaken and include any plans and specifications for work required of the owner under all leases pertaining to the Improvements.
- (l) Useful Life. Through our previous experience in construction and rehabilitation projects of similar size and scope, and assuming that the Improvements are completed in accordance with the Site Plan and the Plans & Specifications and are properly maintained, we believe that the overall useful life of the Improvements will be approximately 40 years. This representation is not a guarantee of the useful life of the Improvements and does not expand or extend the warranty obligations provided for in our contract(s) relating to the Improvements.

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

IN WITNESS WHEREOF, Architect has caused this Architect's Project Compliance Certificate to be executed as of the Effective Date.

ARCHITECT:

MCCOLLOUGH ARCHITECTURE, INC., an
Alabama corporation

By: 

Name: Stedmann B. McCollough
Title: President
(Authorized Signatory)

Contact Information:

McColloughArchitecture
4790 Main Street; Ste 209
Orange Beach, Alabama 36561
Attention: Sted McCollough, President
Email: stedm@mcarcht.com

EXHIBIT A

PLANS & SPECIFICATIONS

[attached behind]

PLUMBING GENERAL NOTES:

SCOPE: THE SCOPE OF THE WORK IS GENERALLY INDICATED BY THE DRAWINGS AND SUMMARIZED BY THIS SCOPE OF WORK. DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO INDICATE ALL DETAILS OF THE INSTALLATION OF PLUMBING WORK. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL CONDITIONS AND REQUIREMENTS FOR THE INSTALLATION OF THE WORK.

CODES & STANDARDS: BIDDING CONTRACTORS MUST VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND OBTAIN WRITTEN COPIES OF ALL REFERENCED CODES AND ORDINANCES PRIOR TO SUBMITTING BIDS. NO ALLOWANCE WILL BE MADE FOR ADVERSE CONDITIONS WHICH WERE ASCERTAINABLE PRIOR TO BID TIME.

PLUMBING CODE COMPLIANCE: COMPLY WITH THE REQUIREMENTS OF THE 2009 INTERNATIONAL PLUMBING CODE AND ALL LOCAL ORDINANCES IN THE PERFORMANCE OF PLUMBING WORK REQUIRED FOR THIS PROJECT.

COORDINATION: COORDINATE THE PLUMBING WORK WITH THE WORK OF THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS. OBTAIN INFORMATION REGARDING THE ROUGH-IN AND FINAL CONNECTION REQUIREMENTS FOR EQUIPMENT TO BE PROVIDED BY THE OWNER OR OTHER CONTRACTORS PRIOR TO COMMENCING WORK.

CUTTING & PATCHING: PROVIDE LABOR, EQUIPMENT AND SPECIAL SERVICES NECESSARY TO CREATE OPENING NECESSARY FOR THE PASSAGE OF PIPING AND OTHER PLUMBING WORK. APPLY A ROUGH PATCH TO CLOSE OFF UNUSED PORTIONS OF OPENINGS USING MATERIALS THAT ARE SUBSTANTIALLY SIMILAR TO THAT OF THE ADJACENT STRUCTURE. FINAL PATCH AND FINISHES WILL BE APPLIED BY THE GENERAL CONTRACTOR.

MATERIALS, EQUIPMENT, AND SUBMITTALS: PROVIDE MATERIALS AND EQUIPMENT OF THE TYPE, SIZE, CAPACITY, AND QUANTITY INDICATED BY THESE DOCUMENTS. WHERE MATERIAL SPECIFICATIONS ARE NOT INDICATED, PROVIDE MATERIALS THAT COMPLY WITH THE HIGHEST QUALITY INDUSTRY STANDARD. IF NO SUCH STANDARD EXISTS, CONTACT THE ARCHITECT/ENGINEER TO ASCERTAIN THE APPROPRIATE SPECIFICATION.

SUBSTITUTIONS: THE MANUFACTURER AND MODEL OF EQUIPMENT ARE INDICATED ONLY TO ESTABLISH A BASIS OF DESIGN. SUBMITTALS FOR EQUIPMENT OF OTHER MANUFACTURERS WILL BE CONSIDERED IF SPATIAL AND PERFORMANCE REQUIREMENTS ARE MET. BIDDERS MAY REQUEST "PRIOR REVIEW" FROM THE ENGINEER UP TO 3 DAYS PRIOR TO THE BID DATE TO ENSURE THE ACCEPTABILITY OF PROPOSED SUBSTITUTIONS.

GAS PIPING: PROVIDE GAS PIPING SYSTEMS IN ACCORDANCE WITH NFPA STD. 54, USING SCHEDULE 40 BLACK PIPE (ASTM A-53/120). PROVIDE MALLEABLE IRON THREADED FITTING UP TO 2" PIPE SIZE AND WROUGHT STEEL BUTTWELDING FITTINGS 2½" PIPE SIZE AND OVER. PROVIDE "DURATHANE" ASTM D-2513 THERMOPLASTIC GAS PRESSURE PIPE FOR UNDERGROUND DISTRIBUTION. PROVIDE APPROPRIATE SUPPORTS AND ANCHORS, SQUARE HEAD GAS COCKS, AND PRESSURE REGULATORS WHERE INDICATED OR NECESSARY. EXTEND THE VENT FROM ALL PRESSURE REGULATORS TO OUTSIDE THE BUILDING, INDIVIDUALLY AND AT THE FULL SIZE OF THE REGULATOR VENT CONNECTION SIZE.

GAS VENTING: PROVIDE GAS VENTING SYSTEMS IN ACCORDANCE WITH NFPA STD. 54. GENERALLY PROVIDE: METALBESTOS "DF", OR EQUAL, TYPE B GAS VENT PIPE, FITTINGS, AND SPECIALTIES FOR ATMOSPHERIC BURNERS; METALBESTOS "PS", OR EQUAL, POSITIVE PRESSURE GAS VENT PIPE, FITTINGS, AND SPECIALTIES FOR POWER BURNER SYSTEMS. WHERE THE MANUFACTURER OF GAS-BURNING APPLIANCES RECOMMENDS THE USE OF MATERIALS OTHER THAN THOSE SPECIFIED HEREIN, THE CONTRACTOR MAY IMPLEMENT SUCH RECOMMENDATIONS IF THE MATERIALS AND DESIGN ARE SUITABLE TO THE APPLICATION AND COMPLY WITH BUILDING CODE REQUIREMENTS.

WATER DISTRIBUTION PIPING: PROVIDE DOMESTIC COLD WATER, HOT WATER, HOT WATER RETURN AND OTHER INDICATED WATER DISTRIBUTION PIPING SYSTEMS OF TYPE, SIZE, QUANTITY, AND CAPACITY INDICATED ON THE DRAWINGS, OF MATERIALS INDICATED IN THE PLUMBING MATERIALS TABLE. PROVIDE HANGERS, ANCHORS, CLAMPS, SUPPORTS, AND ACCESSORIES REQUIRED FOR A COMPLETE SYSTEM.

DRAINAGE PIPING: PROVIDE DRAIN, WASTE, VENT AND OTHER INDICATED DRAINAGE PIPING SYSTEMS OF TYPE, SIZE, QUANTITY, AND CAPACITY INDICATED ON THE DRAWINGS, OF MATERIALS INDICATED IN THE PLUMBING MATERIALS TABLE. PROVIDE HANGERS, ANCHORS, CLAMPS, SUPPORTS, AND ACCESSORIES REQUIRED FOR A COMPLETE SYSTEM.

UTILITY TAPS: THE PLUMBING CONTRACTOR SHALL COORDINATE SEWER AND WATER TAPS WITH THE LOCAL UTILITY. THE PLUMBING CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY TAP FEES.

PIPING INSULATION: PROVIDE 1" THICK FIBERGLASS PIPE INSULATION WITH ALL-SERVICE JACKET (ASTM C-547, C-921, TYPE I or II AS APPROPRIATE FOR TEMPERATURE) ON ALL COLD WATER, HOT WATER, HOT RETURN AND COLD DRAINAGE PIPING AS WELL AS ROOF DRAIN LEADERS TO 5'-0" FROM ROOF DRAIN. PROVIDE PRESSURE SENSITIVE TAPE, MASTIC, OR OTHER MATERIALS AS MAY BE REQUIRED TO MAINTAIN A CONTINUOUS VAPOR BARRIER THROUGHOUT THE SYSTEM. PROVIDE PRE-MOLDED PVC COVERS AT ALL FITTINGS. JACKETS AND VAPOR BARRIER MATERIALS MUST MEET LOCAL ORDINANCE REQUIREMENTS FOR FLAME SPREAD AND SMOKE DEVELOPED RATINGS. (SEE FLOOR PLANS FOR INSULATION REQUIREMENTS AT SPECIAL SYSTEMS.)

INSTRUMENTATION: PROVIDE THERMOMETERS, THERMOWELLS, PRESSURE GAUGES, FLOW INDICATORS, CALIBRATED BALANCING VALVES, P&T PLUGS, AND OTHER INSTRUMENTATION INDICATED ON THE DRAWINGS. IN THE ABSENCE OF SUCH INDICATION, PROVIDE, AT MINIMUM, THERMOWELLS AND THERMOMETERS AT EACH ITEM OF HEAT TRANSFER EQUIPMENT (WATER HEATER, WATER CHILLER, HOT WATER GENERATOR, ETC.) AND PRESSURE GAUGES WITH GAUGE COCKS AND SNUBBERS, AT ITEM OF HEAT TRANSFER EQUIPMENT AND EACH PRIME MOVER (PUMP, ETC.).

IDENTIFICATION: PROVIDE MECHANICAL SYSTEMS IDENTIFICATION TO INDICATE THE TAG, TYPE, FLOW, TEMPERATURE RANGE, CAPACITY, ETC. OF EACH ITEM OF EQUIPMENT AND ALL CONVEYANCES (PIPING SYSTEMS). PROVIDE ENGRAVED PLASTIC LAMINATE PLATES FOR EQUIPMENT, "SNAP-ON" PIPE MARKERS FOR PIPING, AND ADHESIVE BACKED PLASTICIZED MARKERS FOR DUCTWORK. PROVIDE ENGRAVED PLASTIC LAMINATE VALVE TAGS AT EACH VALVE AND A VALVE TAG SCHEDULE FRAMED UNDER GLASS.

CONTROLS: PROVIDE ALL CONTROL DEVICES, CONDUIT, CONDUCTORS, AND ACCESSORIES REQUIRED TO FURNISH AND INSTALL A COMPLETE AND OPERATING SYSTEM OF PLUMBING EQUIPMENT CONTROLS TO ACCOMPLISH THE INDICATED SEQUENCE OF OPERATION.

TEST & BALANCE: TEST, BALANCE, AND ADJUST ALL WATER FLOW QUANTITIES TO WITHIN 10% OF THOSE INDICATED ON DRAWINGS. PROVIDE ADDITIONAL DRIVES, MOTORS OR OTHER DEVICES AND ACCESSORIES AS MAY BE REQUIRED TO ADJUST FLOW QUANTITIES AS REQUIRED. SUBMIT THREE COPIES OF THE FINAL REPORT TO THE ARCHITECT WITHIN 10 DAYS OF THE COMPLETION OF BALANCING WORK.

CONTRACT CLOSEOUT: PROVIDE EVIDENCE THAT ALL CONTRACTUAL OBLIGATIONS HAVE BEEN MET, INCLUDING, BUT NOT NECESSARILY LIMITED TO, PROVIDING "AS-BUILT" DRAWINGS, SYSTEM COMMISSIONING REPORTS, OPERATING AND MAINTENANCE MANUALS, TRAINING OF PERSONNEL, FULLY EXECUTED PUNCHLIST, WARRANTIES, EXTENDED WARRANTIES, AND OTHER DOCUMENTS THAT MAY BE PERTINENT TO THE PLUMBING PORTION OF THE PROJECT.

WARRANTY: THE CONTRACTOR SHALL WARRANT THE WORK PROVIDED AS PART OF THIS PROJECT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE COMMISSIONING ACCEPTANCE DATE.

2009 INTERNATIONAL PLUMBING CODE PIPING MATERIALS

PIPING TYPE	COPPER PIPE ASTM B42, ASTM B302	COPPER TUBE ASTM B75, ASTM B88, ASTM B251, ASTM B306	GALV. STEEL ASTM A53	PEX-AL-PEX PIPE ASTM F1281, ASTM F2262, CAN/CSA B137.10M	PEX TUBE ASTM 876, ASTM F877, CSA B137.5	PVC PLASTIC ASTM D2665, ASTM D2949, ASTM F1488	ABS PLASTIC ASTM D2661, ASTM F628	CAST IRON ASTM A74, CISPI 301, ASTM A888	CONCRETE ASTM C14, ASTM C76	VTRIFIED CLAY ASTM C4, ASTM C700
WATER SERVICE	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO
WATER DISTRIBUTION	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO
ABOVE GROUND DRAINAGE & VENT	YES	YES	YES	NO	NO	YES	YES	YES	NO	NO
UNDERGROUND BLDG. DRAINAGE & VENT	NO	YES	NO	NO	NO	YES	YES	YES	NO	NO
BUILDING SEWER	NO	YES	NO	NO	NO	YES	YES	YES	YES	YES
BUILDING STORM SEWER	NO	YES	NO	NO	NO	YES	YES	YES	YES	YES
SUBSOIL DRAIN	NO	NO	NO	NO	NO	ASTM D2729	NO	YES	NO	YES

WATER SUPPLY SIZING WORKSHEET
MOE'S BBQ

FIXTURE OR GROUP TYPE	OCCUPANCY	CONTROL	W.S.F.U.	QUANTITY	S/T DEMAND
WATER CLOSET	PUBLIC	FLUSH TANK	5	2	10
LAVATORY	PUBLIC	FAUCET	2	2	4
SINK, HAND	RESTAURANT	FAUCET	2	4	8
SINK, 3-COMP	RESTAURANT	FAUCET	4	2	8
SINK, MOP	RESTAURANT	FAUCET	3	1	3
SINK, 2-COMP	RESTAURANT	FAUCET	3	1	3
ICE MAKER	RESTAURANT	-	.25	1	.25
SODA MACHINE	RESTAURANT	-	1	1	1
TEA BREWER	RESTAURANT	-	1	1	1
WASHING MACHINE	RESTAURANT	-	1	1	1
WALL HYDRANT	ALL	¾"	5	3	15

SUM OF W.S.F.U.	54.25 W.S.F.U.
CONVERT TO G.P.M. (PREDOM. FLUSH VALVES)	30 GPM
DETERMINE BUILDING WATER SERVICE SIZE	1-1/4"

WATER SUPPLY SIZING WORKSHEET
FORLAND FARMS

FIXTURE OR GROUP TYPE	OCCUPANCY	CONTROL	W.S.F.U.	QUANTITY	S/T DEMAND
WATER CLOSET	PUBLIC	FLUSH TANK	5	3	15
LAVATORY	PUBLIC	FAUCET	2	3	6
SINK, MOP	RESTAURANT	FAUCET	3	2	6
SINK, 3-COMP	RESTAURANT	FAUCET	3	1	3
DRINKING FOUNTAIN	OFFICE, ETC.	3/8" VALVE	.25	1	.25
WALL HYDRANT	ALL	¾"	5	5	25

SUM OF W.S.F.U.	56.25 W.S.F.U.
CONVERT TO G.P.M. (PREDOM. FLUSH VALVES)	31 GPM
DETERMINE BUILDING WATER SERVICE SIZE	1-1/4"

WATER HEATER SCHEDULE

TAG	TYPE	FUEL	MFR.	MODEL	STORAGE GALLONS	FUEL INPUT	GPH RECOV. @ 100°F	ELECTRICAL	ACCESSORIES / REMARKS
WH-1	INSTANTANEOUS	NATURAL GAS	RHEEM	RTG-95XN	-	199 MBH	253	120/1/60-1.5A	5-YEAR EXTENDED WARRANTY, COMMERCIAL CONVERSION KIT, E-Z LINK CABLE
WH-2	INSTANTANEOUS	NATURAL GAS	RHEEM	RTG-95XN	-	199 MBH	253	120/1/60-1.5A	5-YEAR EXTENDED WARRANTY, COMMERCIAL CONVERSION KIT, E-Z LINK CABLE
WH-3	STORAGE TYPE	ELECTRIC	RHEEM	XE06P06PU20U0	6	2 kW	10	120/1/60	ASME T&P RELIEF VALVE
WH-4	INSTANTANEOUS	ELECTRIC	ARISTON	GL2.5	2.5	1.5 kW	7	120/1/60	ASME T&P RELIEF VALVE
WH-5	INSTANTANEOUS	ELECTRIC	ARISTON	GL2.5	2.5	1.5 kW	7	120/1/60	ASME T&P RELIEF VALVE

NEW WORK	PLUMBING LEGEND
— S —	SANITARY
--- V ---	VENT
— CW —	DOMESTIC COLD WATER
--- HW ---	DOMESTIC HOT WATER
— G —	NATURAL GAS
— GD —	GREASE DRAIN
	PIPE ELBOW UP
	PIPE ELBOW DOWN
	GATE VALVE
	CHECK VALVE
	BALL VALVE
	CALIBRATED BALANCING VALVE
	GAS COCK
	DRAIN VALVE W/ 3/4" HPT
	FLOOR CLEANOUT
	EXTERIOR CLEANOUT
	WALL CLEANOUT
	VENT THROUGH WALL (INCREASER AS REQUIRED)
	FREEZE PROOF WALL HYDRANT - 3/4"
	TAKE OVER POINT

PLUMBING FIXTURE SCHEDULE													
TAG	TYPE	MOUNTING	RIM HT.	MFR.	MODEL NO.	MATERIAL	FINISH	CW	HW	TRAP	DRAIN	VENT	TRIM / REMARKS
WC-1	ADA FLUSH TANK WATER CLOSET	FLOOR	16½"	KOHLER	K-3979 "HIGHLINE"	VITREOUS CHINA	WHITE	3/8"	-	3"	4"	2"	K-7637 SUPPLY, K-4731-C-O SEAT
L-1	ADA LAVATORY	WALL HUNG	34"	KOHLER	K-1728 "CHESAPEAKE"	VITREOUS CHINA	WHITE	3/8"	1/2"	1¼"	1½"	1¼"	K-7605-P SUPPLIES, K-7131-A OFFSET DRAIN, K-8998 P-TRAP, K-15243-4 FAUCET & GRID DRAIN, JOSAM #17100 FLOOR MOUNT CARRIER
MS-1	MOP SINK	FLOOR	-	EXISTING	-	-	-	1/2"	1/2"	3"	3"	1½"	EXISTING MOP SINK AND FAUCET. CONTRACTOR TO COORDINATE EXISTING PIPING IN WALL TO ENSURE NO CONFLICTS
MS-2	MOP SINK	FLOOR	12"	FIAT PRODUCTS	TSBC6010	TERRAZZO	GREY	1/2"	1/2"	3"	3"	1½"	T&S BRASS #B-0695-ST FAUCET w/ VB @ 90° AFF, 830AA MOP SERVICE BASIN FITTING, 832AA HOSE & HOSE BRACKET, 833AA SILICONE SEALANT, MSG WALL GUARDS.
MS-3	MOP SINK	FLOOR	10"	ADVANCE TABCO	9-OP-28	#302 STAINLESS STELL	SATIN	1/2"	1/2"	3"	3"	1½"	T&S BRASS #B-0695-ST FAUCET w/ VB @ 90° AFF, 830AA MOP SERVICE BASIN FITTING, 832AA HOSE & HOSE BRACKET, 833AA SILICONE SEALANT, MSG WALL GUARDS.
KS-1	3-BOWL KITCHEN SINK	-	SEE ARCH.	-	-	-	-	1/2"	1/2"	-	1¼"	-	FURNISHED BY RESTAURANT EQUIPMENT VENDOR
KS-2	2-BOWL KITCHEN SINK	-	SEE ARCH.	-	-	-	-	1/2"	1/2"	-	1¼"	-	FURNISHED BY RESTAURANT EQUIPMENT VENDOR
KS-3	3-BOWL BAR SINK	-	SEE ARCH.	-	-	-	-	1/2"	1/2"	-	1¼"	-	FURNISHED BY RESTAURANT EQUIPMENT VENDOR
KS-4	3-BOWL KITCHEN SINK	FLOOR	37"	ADVANCE TABCO	FE-3 2412-24RL	#302 STAINLESS STEEL	SATIN	1/2"	1/2"	1½"	1½"	1½"	DTAS-53 PRE-RINSE FAUCET
HS-1	FOOD SERVICE HAND SINK	-	SEE ARCH.	-	-	-	-	1/2"	1/2"	-	1¼"	-	FURNISHED BY RESTAURANT EQUIPMENT VENDOR
UB-1	UTILITY BOX	WALL	18"	GUY GRAY	BIM875	STEEL	FIELD PAINT	1/2"	-	-	-	-	MOUNTING HEIGHT MAY BE ADJUSTED TO SUIT FIELD CONDITIONS
UB-2	LAUNDRY UTILITY BOX	WALL	44"	GUY GRAY	T200	STEEL	WHITE ENAMEL	1/2"	1/2"	2"	2"	1½"	MOUNTING HEIGHT MAY BE ADJUSTED TO SUIT FIELD CONDITIONS
EW-1	ADA WATER COOLER - DBL	WALL	33" / 39.5"	ELKAY	EMABFTL8C	STEEL	GRAY BEIGE	2@ 3/8"	-	2@ 1¼"	2@ 1½"	2@ 1¼"	DUAL HEIGHT UNIT PROVIDE WITH SERVICE STOP, 1-1/4" TRAP. ELECTRICAL: 120V/4A
FCO	FLOOR CLEANOUT	FLOOR	-	JOSAM	5600(*)	COATED CAST IRON	NIKALOY SATIN	-	-	-	-	-	* SIZE TO PIPE, 3" MIN.
WCO	WALL CLEANOUT	WALL	-	JOSAM	5870(*)	STAINLESS STEEL	POLISHED	-	-	-	-	-	* SIZE TO PIPE, 3" MIN.
FD-1	FLOOR DRAIN FINISHED AREAS	FLOOR	-	JOSAM	30003-A	COATED CAST IRON	NIKALOY SATIN	-	-	-	3"	-	6" TOP, TRAP GUARD SIZED FOR FLOOR DRAIN
FS-1	SANITARY FLOOR SINK	FLOOR	-	JOSAM	49023AS	COATED CAST IRON	NIKALOY SATIN	-	-	-	3"	-	12" TOP, 3/4 GRATE, ALUM. SEDIMENT BUCKET
FPWH	FREEZEPROOF WALL HYDRANT	WALL	-	JOSAM	71000	BRONZE	NIKALOY SATIN	3/4"	-	-	-	-	INTEGRAL VACUUM BREAKER, SPARE CONTROL KEY



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36547-6310
PHONE: 251-968-7222



TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: JDT
CHECKED: JTW
DATE: 6.20.14
REVISION:

SCALE:

SHEET NO.:

P1.1

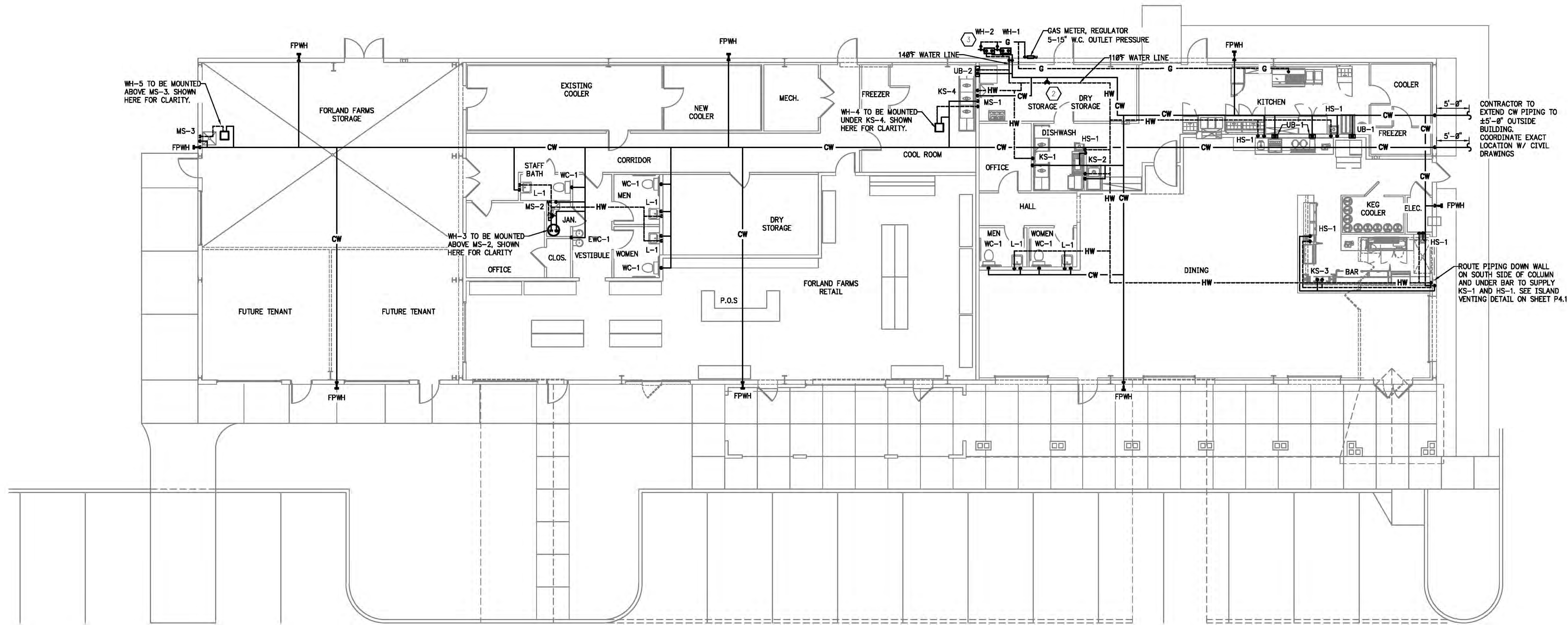
PLUMBING SCHEDULE
MOES/FORLAND FARMS



TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

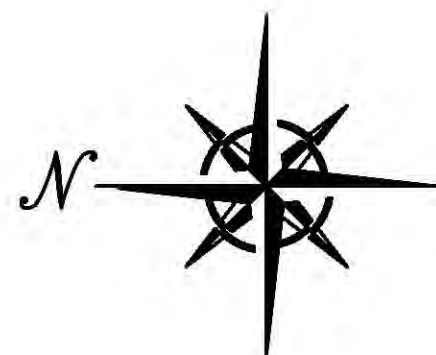
JOB NO.:
DRAWN: JDT
CHECKED: JTW
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:
P2.1
OVERALL PLUMBING
PLAN

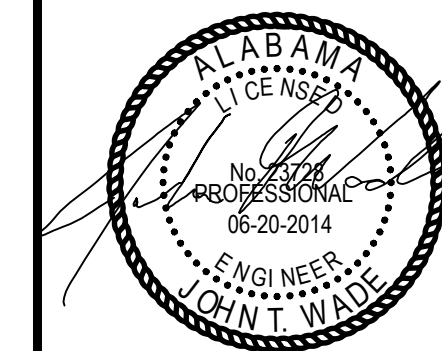


KEYED NOTES:

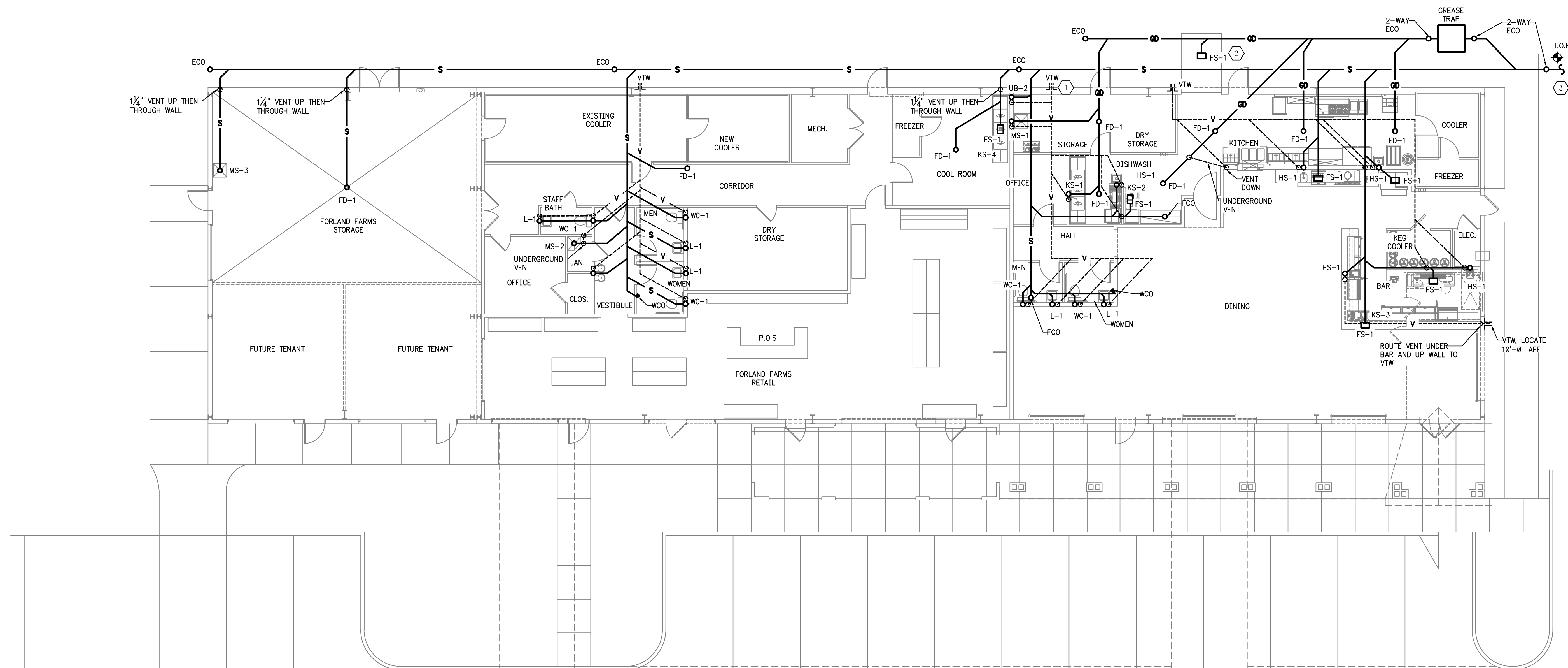
- 1 PIPING FOR L-1 SHOWN HERE FOR CLARITY.
- 2 PROVIDE THERMOSTATIC MIXING VALVE IN ACCESSIBLE LOCATION. SHOWN HERE FOR CLARITY.
- 3 COORDINATE WATER HEATER LOCATIONS WITH PLUMBING VENT, DRYER EXHAUST, AND EXHAUST FAN OUTLET. SEE SHEETS P3.1 AND M2.1 FOR LOCATIONS. SHOWN HERE FOR CLARITY.



1 PLUMBING PLAN
SCALE 1/8" = 1'-0"



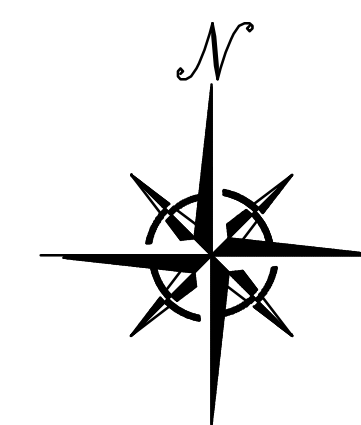
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

**GENERAL NOTES:**

- SAW CUT EXISTING SLAB AS NECESSARY TO ACCOMMODATE NEW UNDER SLAB SANITARY PIPING.
- CONTRACTOR RESPONSIBLE FOR COORDINATING NEW SANITARY PIPING WITH EXISTING SANITARY PIPING T.O.P. NEW SANITARY SHALL HAVE A MIN SLOPE OF $\frac{1}{8}$ " PER 1'. NOTIFY ENGINEER OF ANY CONFLICTS.

KEYED NOTES:

- 1 COORDINATE VENT-THROUGH-WALL LOCATION WITH WATER HEATER, DRYER EXHAUST, AND EXHAUST FAN OUTLET. SEE SHEETS P2.1 AND M2.1 FOR LOCATIONS. SHOWN HERE FOR CLARITY.
- 2 COORDINATE LOCATION OF FLOOR SINK WITH SMOKER REQUIREMENTS. REFER TO KITCHEN EQUIPMENT DRAWINGS AND SMOKER MANUFACTURER'S INSTALLATION MANUAL FOR FURTHER INFORMATION.
- 3 COORDINATE T.O.P LOCATION WITH CIVIL DRAWINGS TO ENSURE NO CONFLICTS.



1 SANITARY PLAN
SCALE 1/8" = 1'-0"

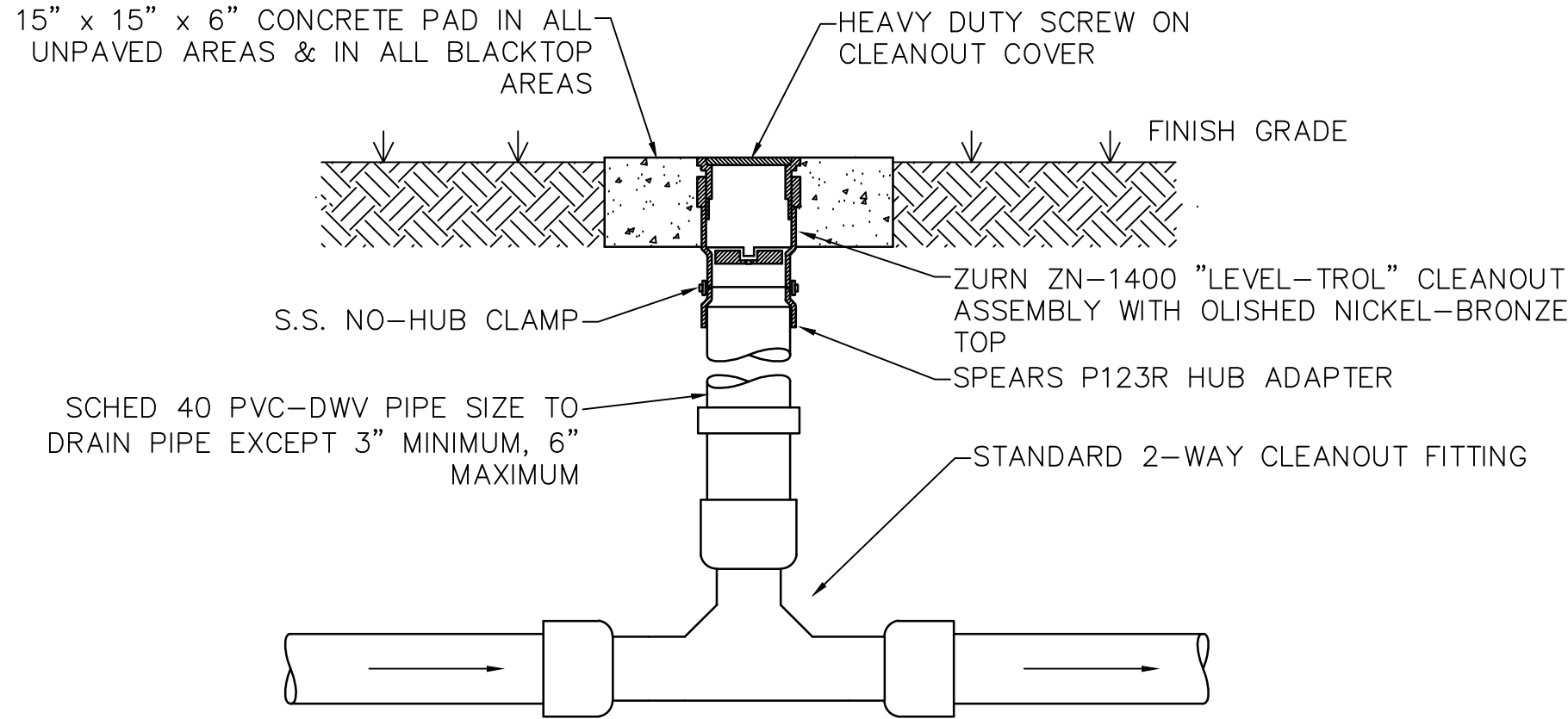
JOB NO.:
DRAWN: JDT
CHECKED: JTW
DATE: 6.20.14
REVISION:

SCALE:

SHEET NO.:

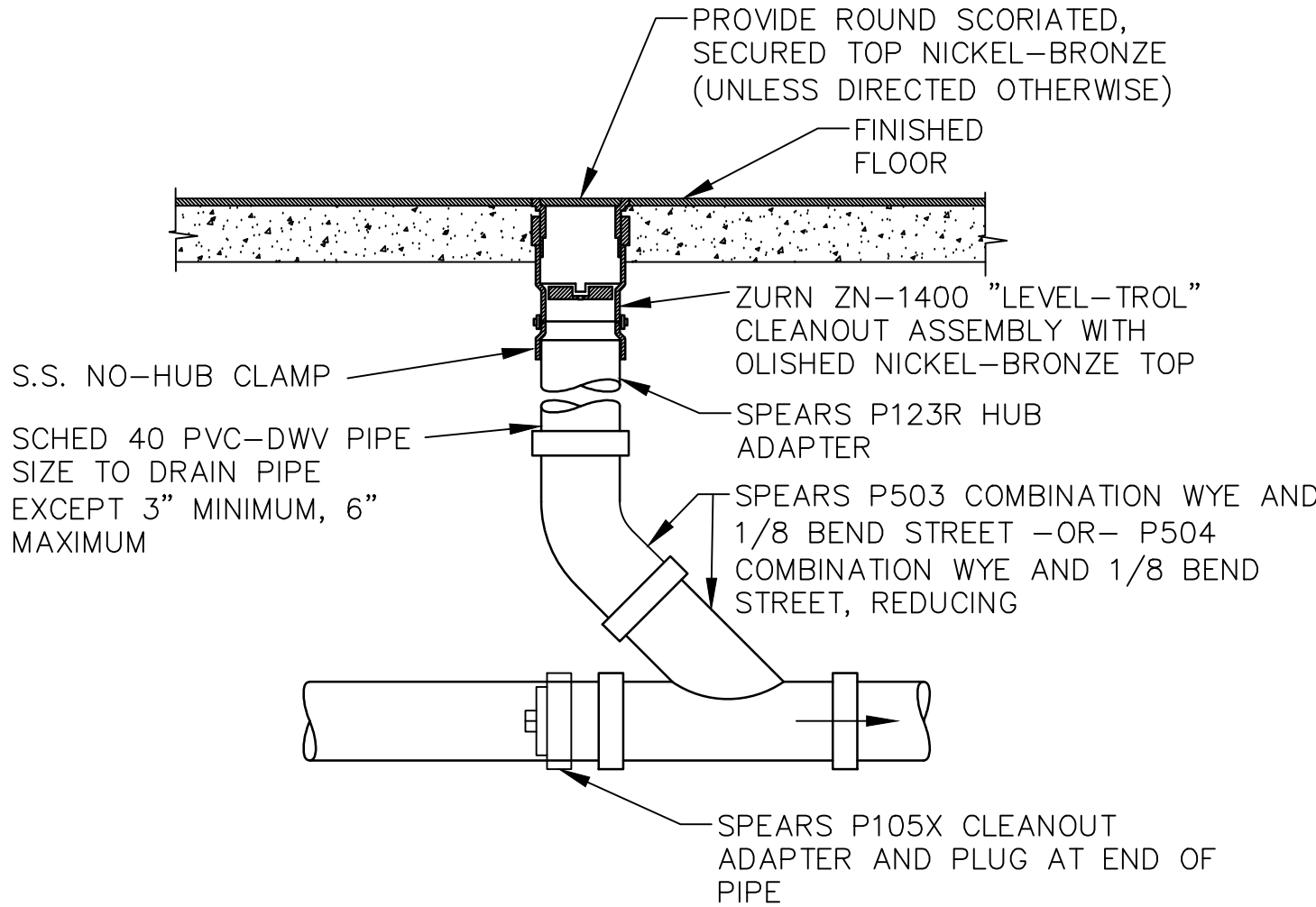
P3.1

SANITARY
PLAN



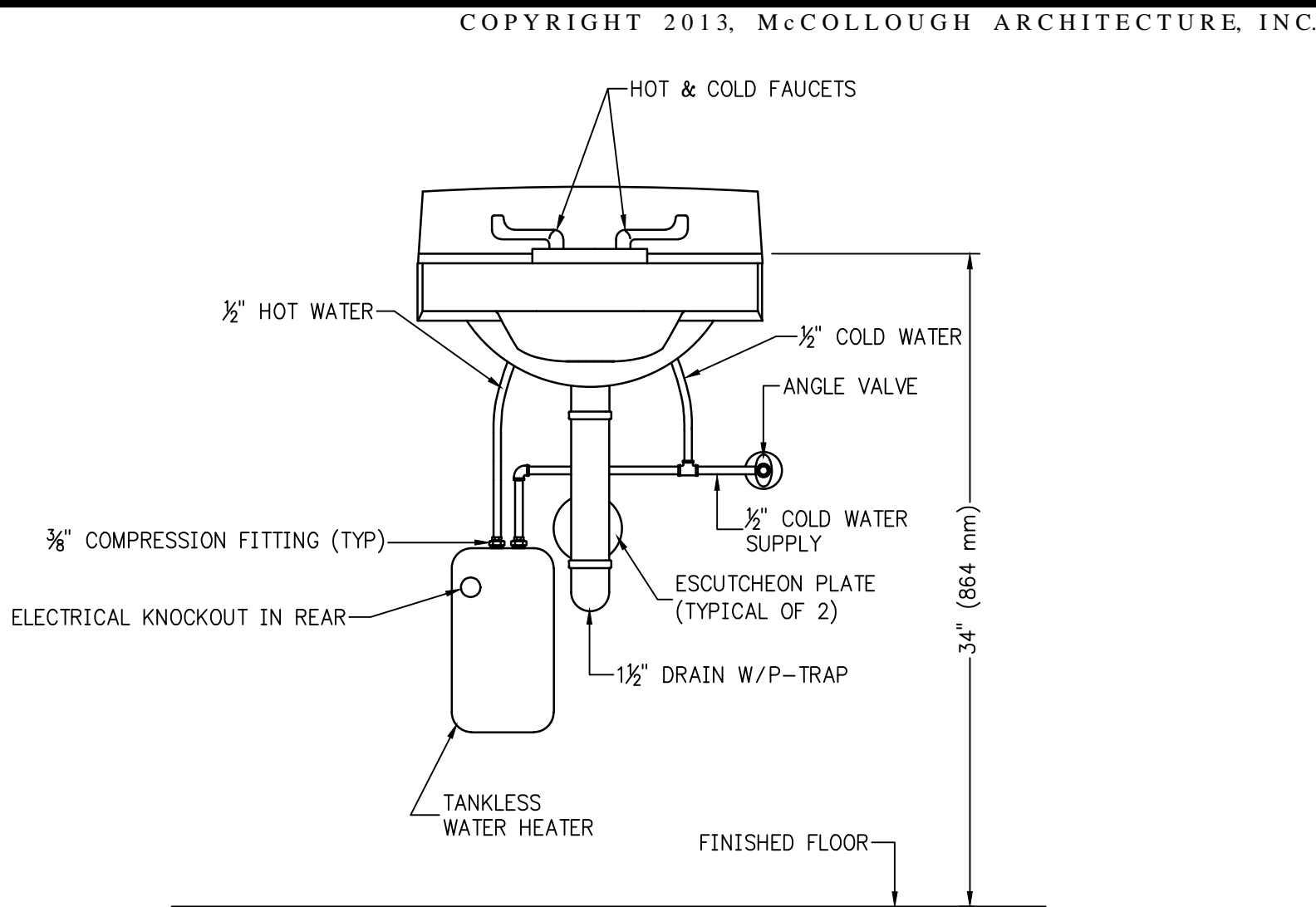
2-WAY EXTERIOR CLEANOUT DETAIL

SCALE: NONE



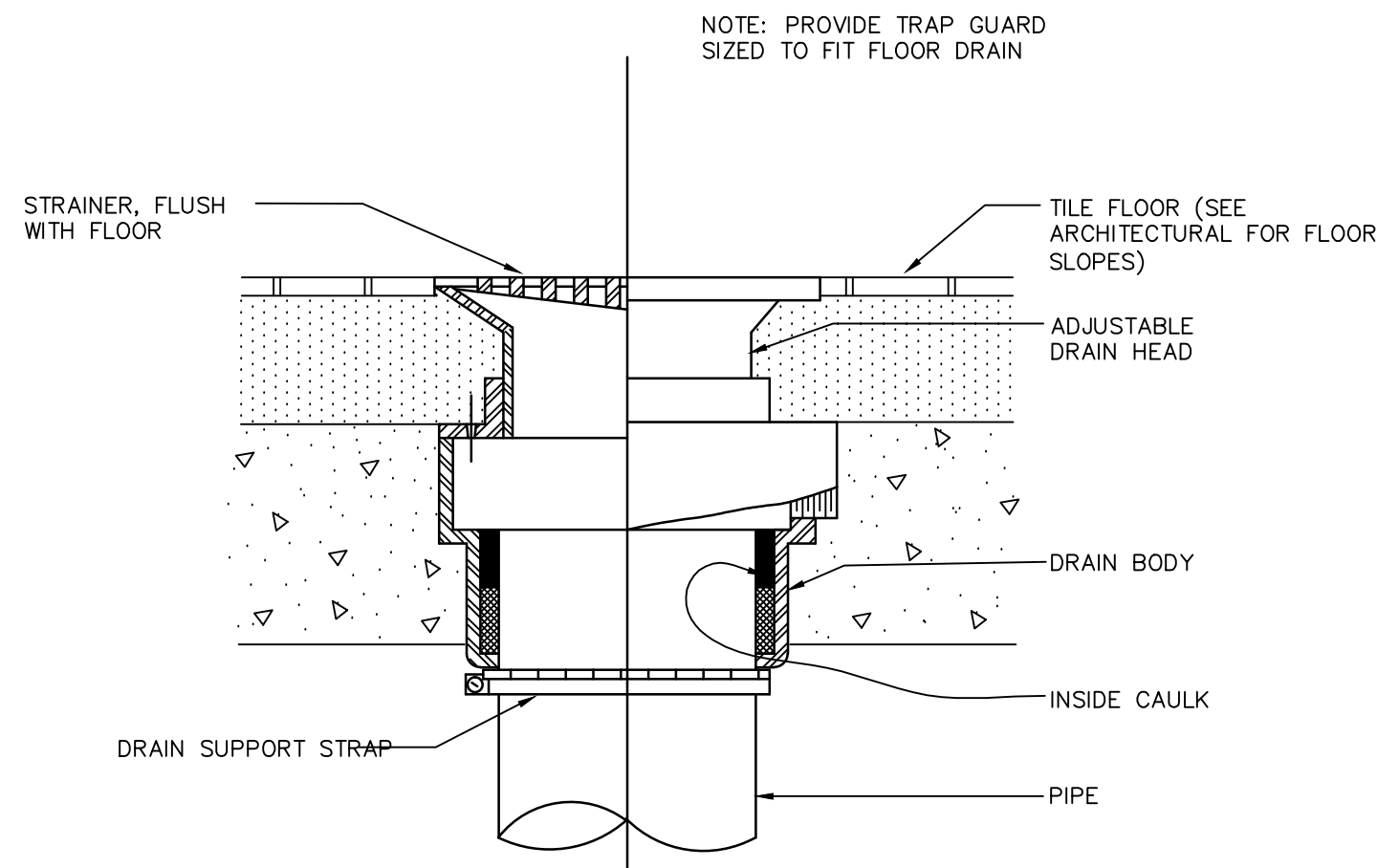
FINISHED FLOOR CLEANOUT DETAIL

SCALE: NONE



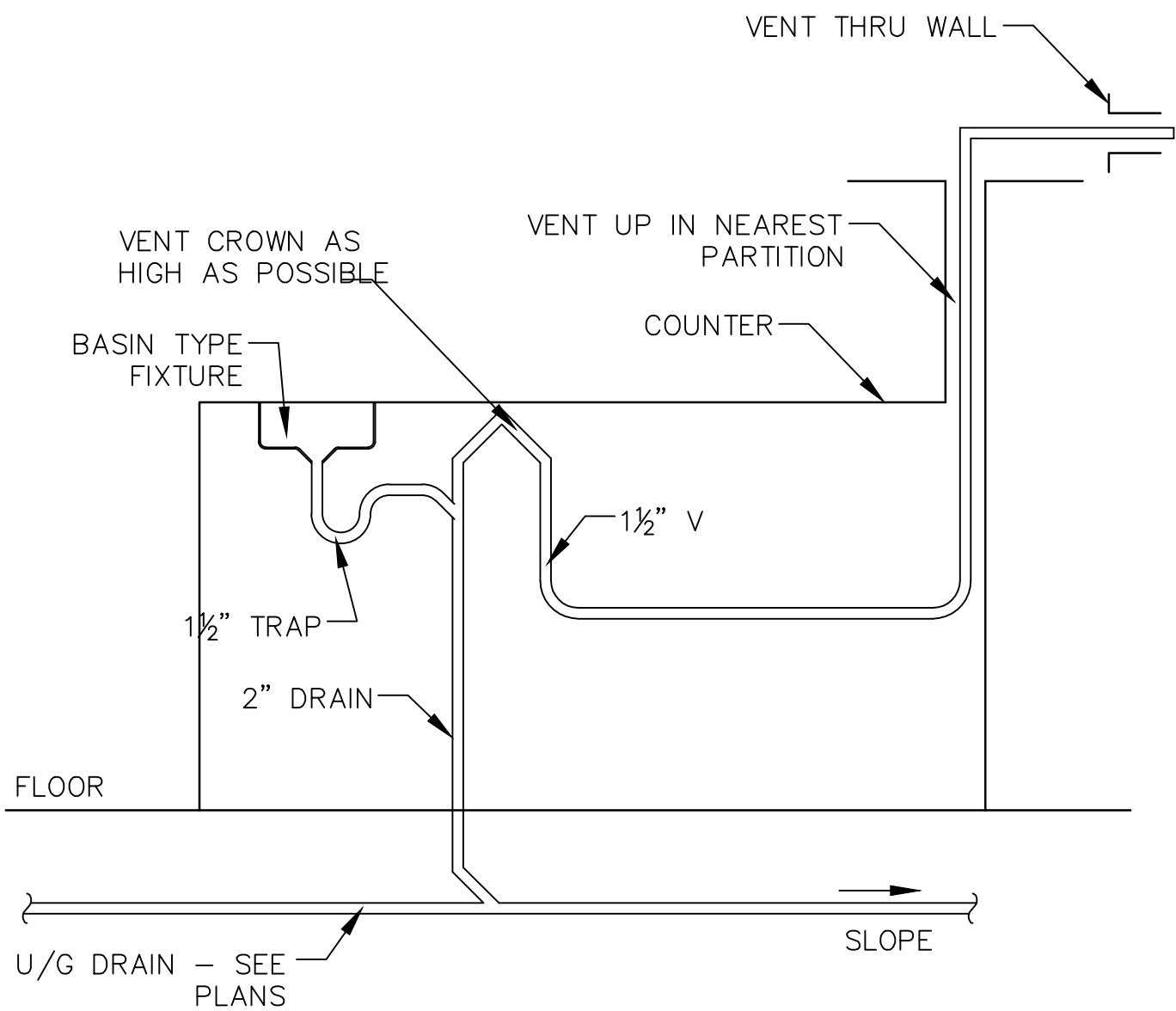
TANKLESS WATER HEATER DETAIL

SCALE: NONE



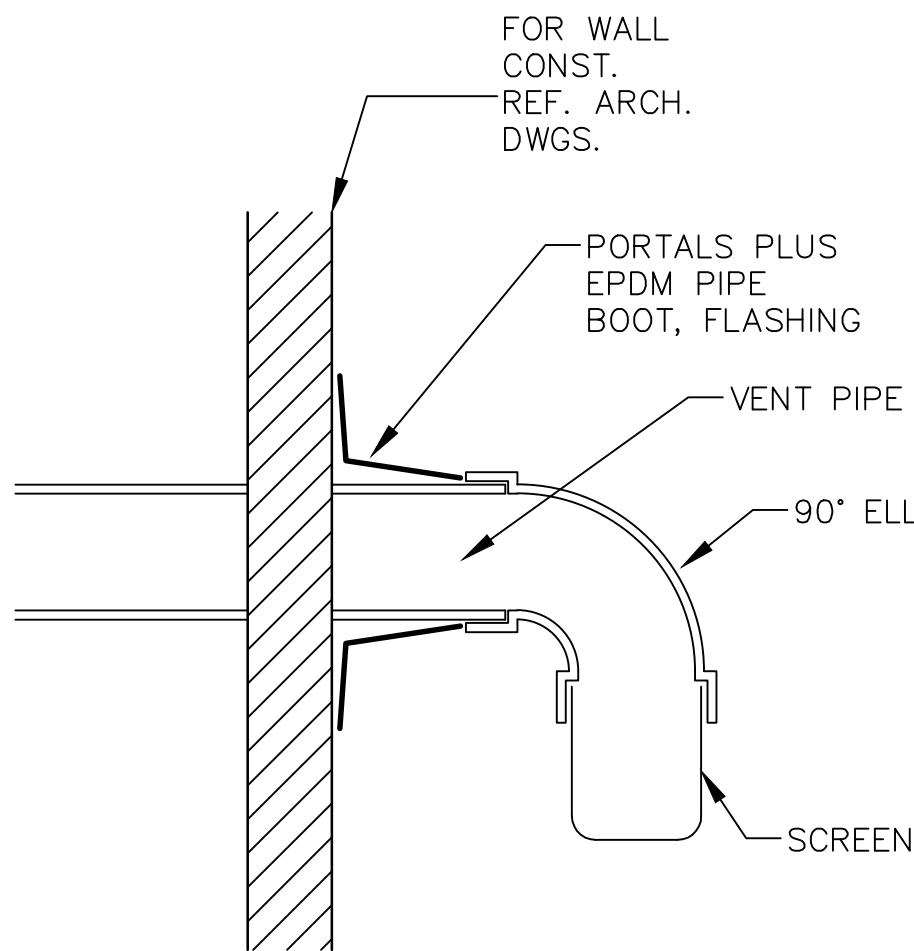
FLOOR DRAIN DETAIL

SCALE: NONE



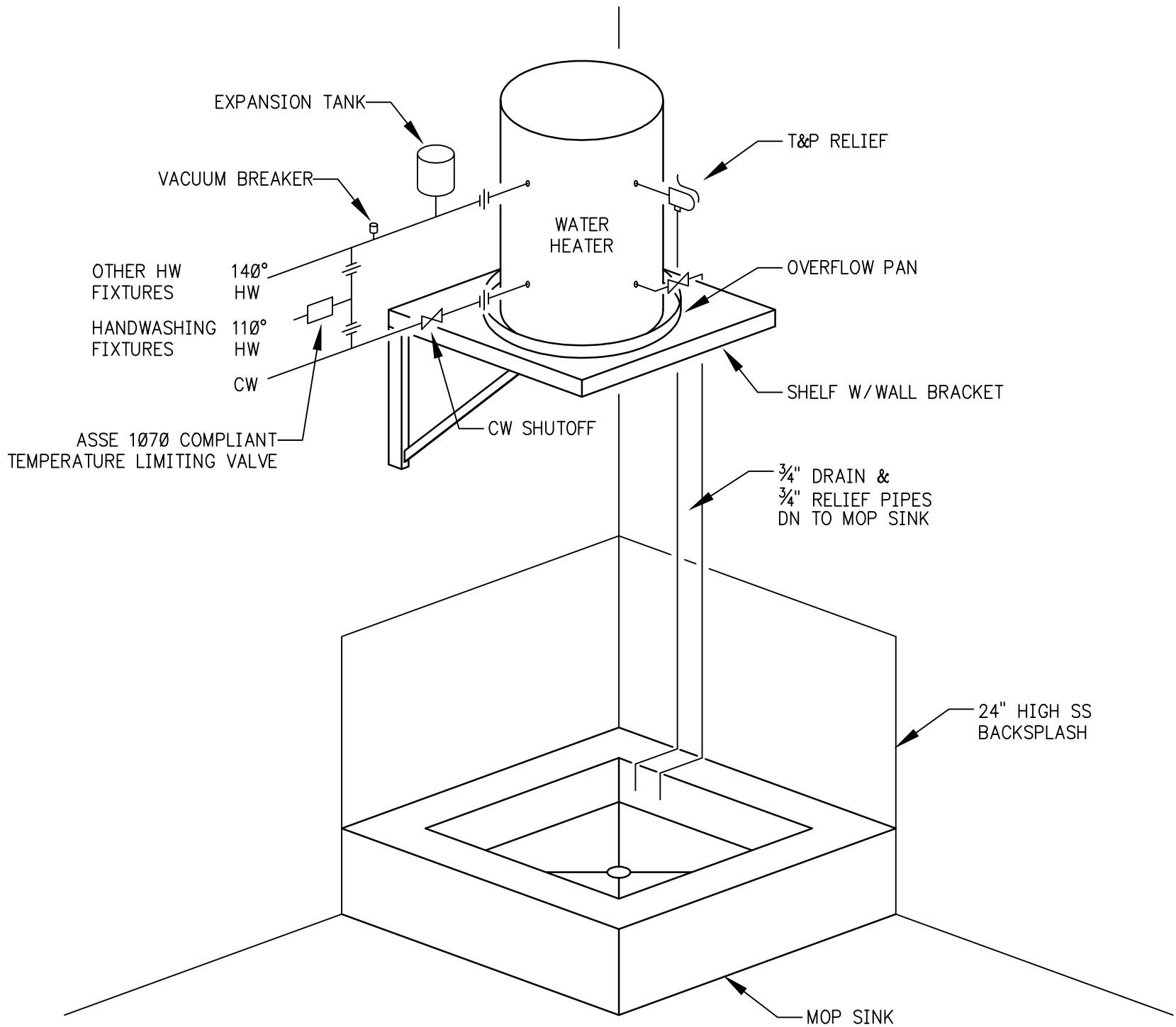
ISLAND FIXTURE VENTING DETAIL

SCALE: NONE



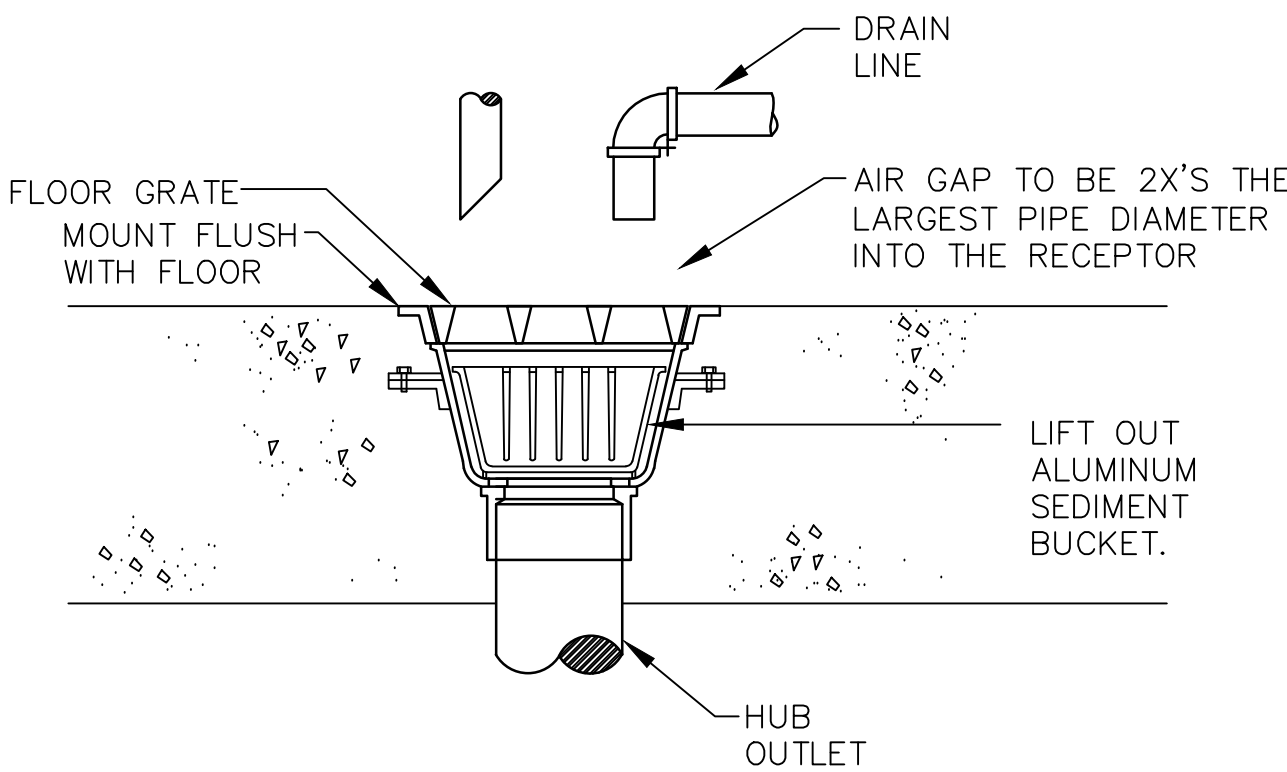
VENT THROUGH WALL DETAIL

SCALE: NONE



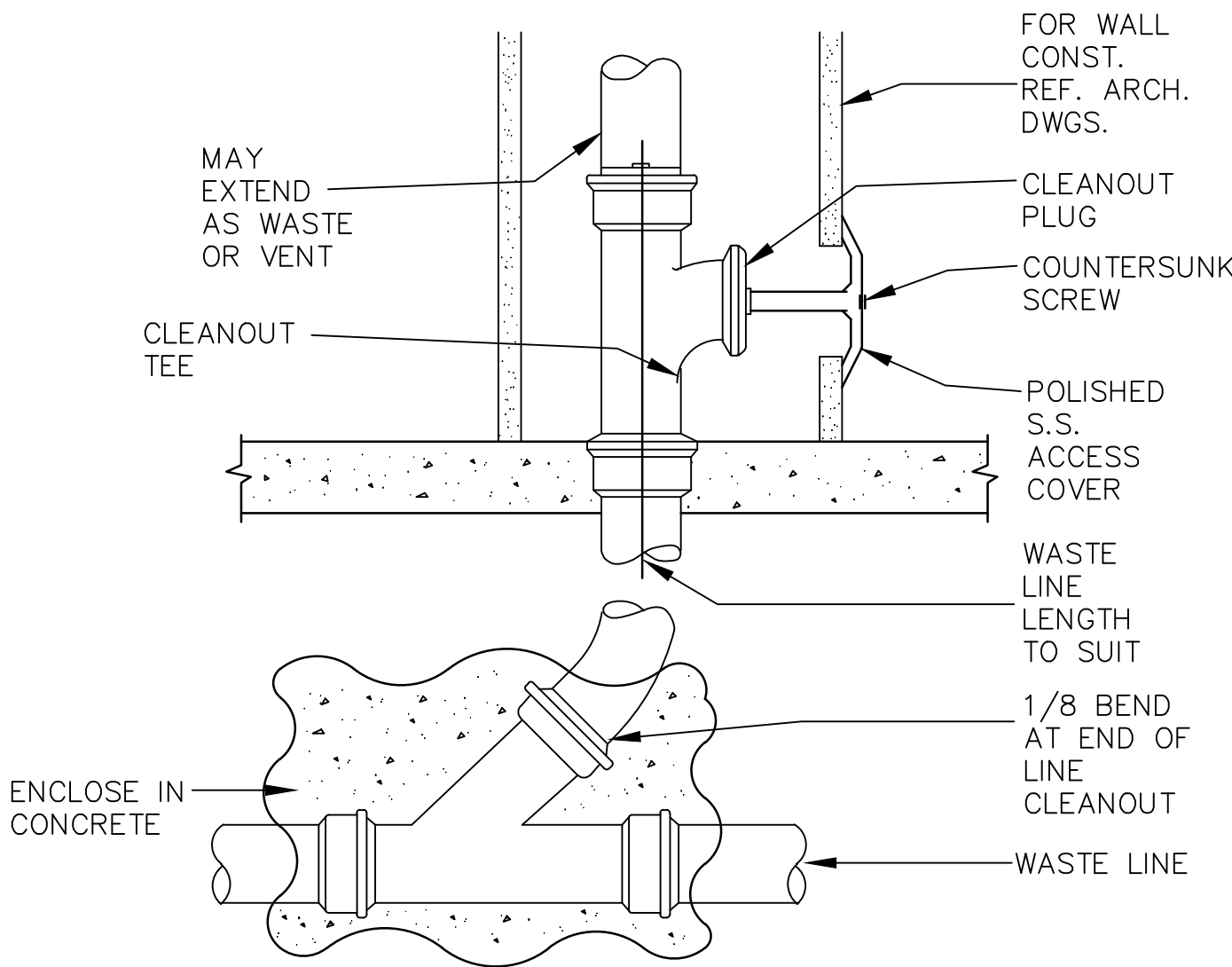
WATER HEATER CONNECTION DETAIL

SCALE: NONE



FLOOR SINK/EQUIPMENT DRAIN DETAIL

SCALE: NONE



WALL CLEAN OUT DETAIL

SCALE: NONE



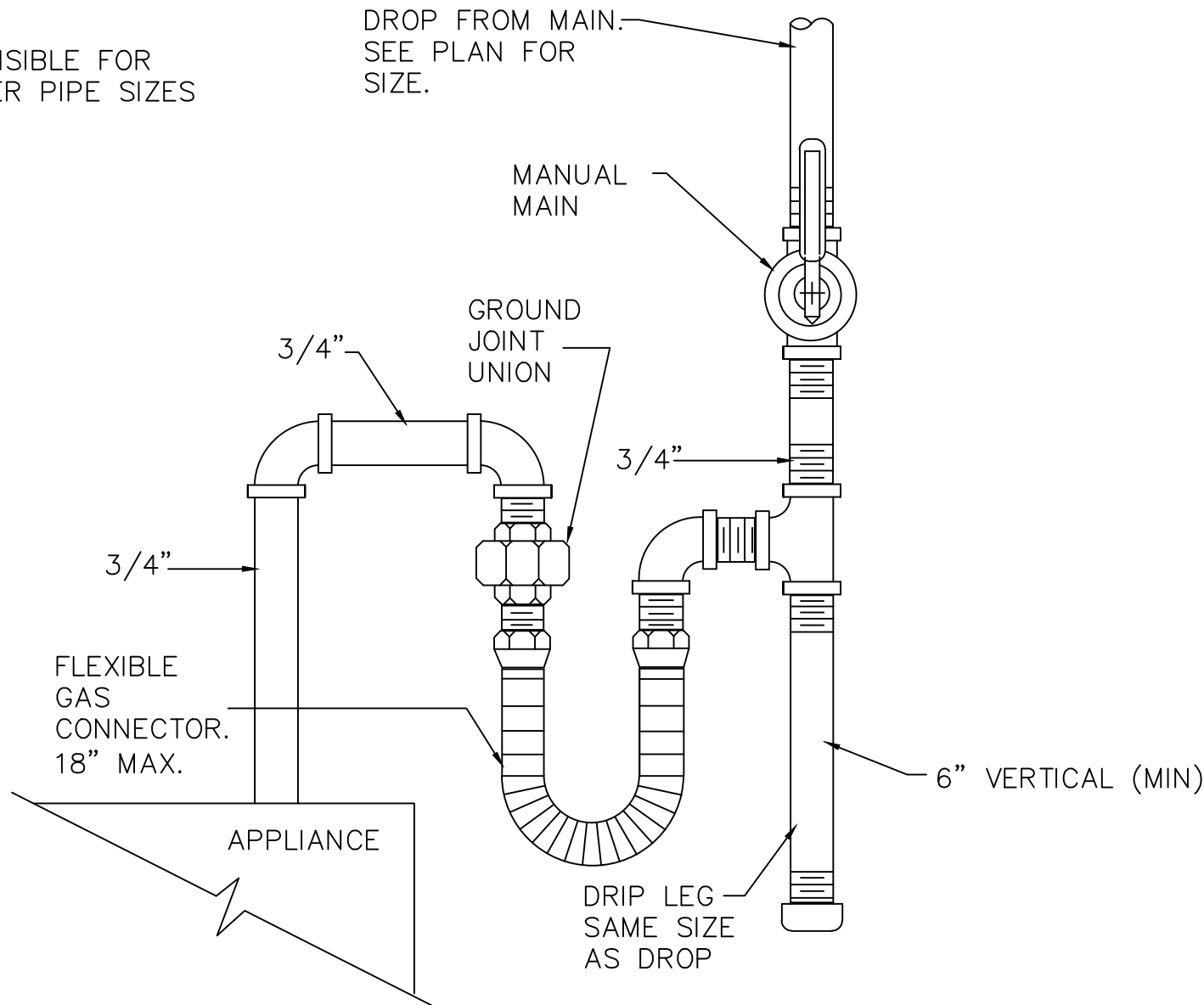
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: JDT
CHECKED: JTW
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:
P4.1
PLUMBING DETAILS
MOES

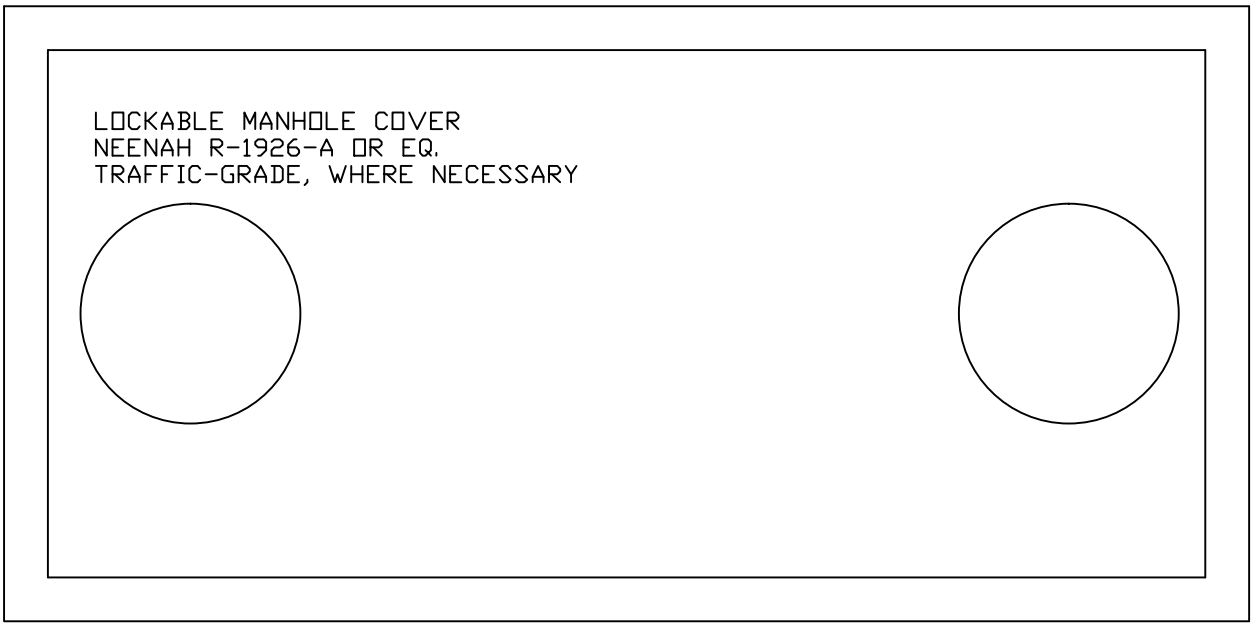
NOTE:

CONTRACTOR RESPONSIBLE FOR
COORDINATING PROPER PIPE SIZES
W/ EQUIPMENT



GAS CONNECTION DETAIL

SCALE: NONE



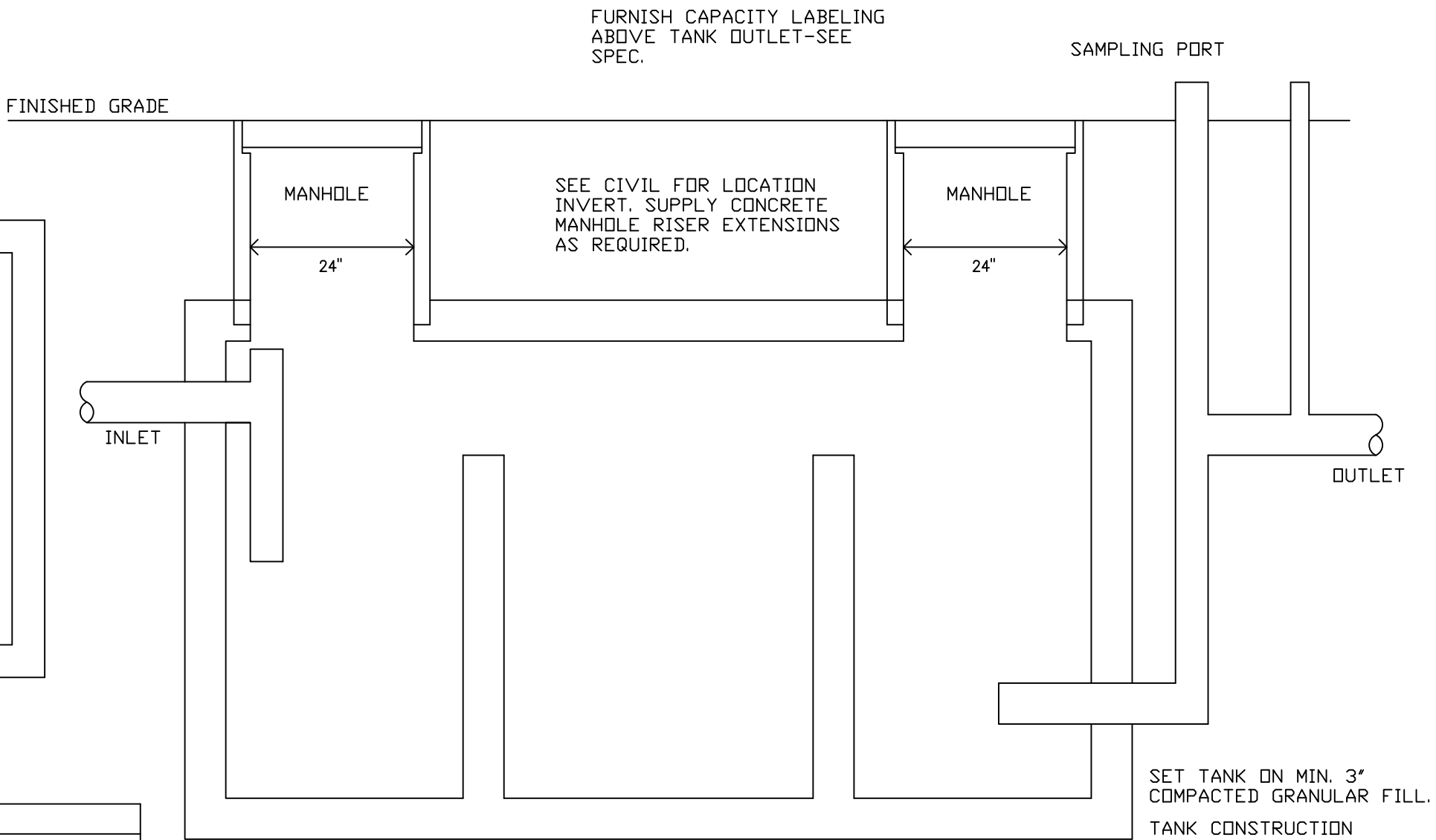
PLAN VIEW

GREASE TRAP REQUIRED MAINTENANCE:

1. REMOVE COVER.
2. REMOVE GREASE FROM TOP OF SEPARATION CHAMBER.
3. REMOVE ANY SOLIDS FROM BOTTOM OF CHAMBER.
4. INSPECT TRAP AND CLEAN IF NECESSARY.
5. MAKE CERTAIN ALL PASSAGES INCLUDING RELIEF ARE CLEAR OF OBSTRUCTIONS.
6. CHECK INTEGRITY OF BAFFLES AND MAKE SURE THEY ARE IN PLACE.
7. REPLACE COVER.
8. TIGHTEN COVER HOLD DOWN BOLTS, SCREWS OR LATCHES.
9. CLEAN GREASE TRAP WEEKLY, IF GREASE TRAP IS MORE THAN 50% FULL, INCREASE FREQUENCY OF CLEANING.
10. KEEP A MAINTENANCE LOG LISTING THE FREQUENCY OF CLEANING AND VOLUME OF GREASE.

GREASE TRAP NOTES:

1. PROVIDE TWO-WAY CLEANOUTS BEFORE AND AFTER GREASE TRAP/INTERCEPTOR.
2. SAMPLING PORT REQUIRED ON DISCHARGE SIDE OF GREASE TRAP/INTERCEPTOR.
3. PROVIDE A MINIMUM OF TWO BAFFLES, AS REQUIRED BY LOCAL ORDINANCES.
4. CALCULATIONS BASED ON SINGLE SERVICE STORAGE FACTOR FOR THROWAWAY UTENSILS AND PAPER PRODUCTS.



SECTION VIEW

SET TANK ON MIN. 3" COMPACTED GRANULAR FILL. TANK CONSTRUCTION 5" THICK CONCRETE WITH #4 REBAR REINFORCEMENT.

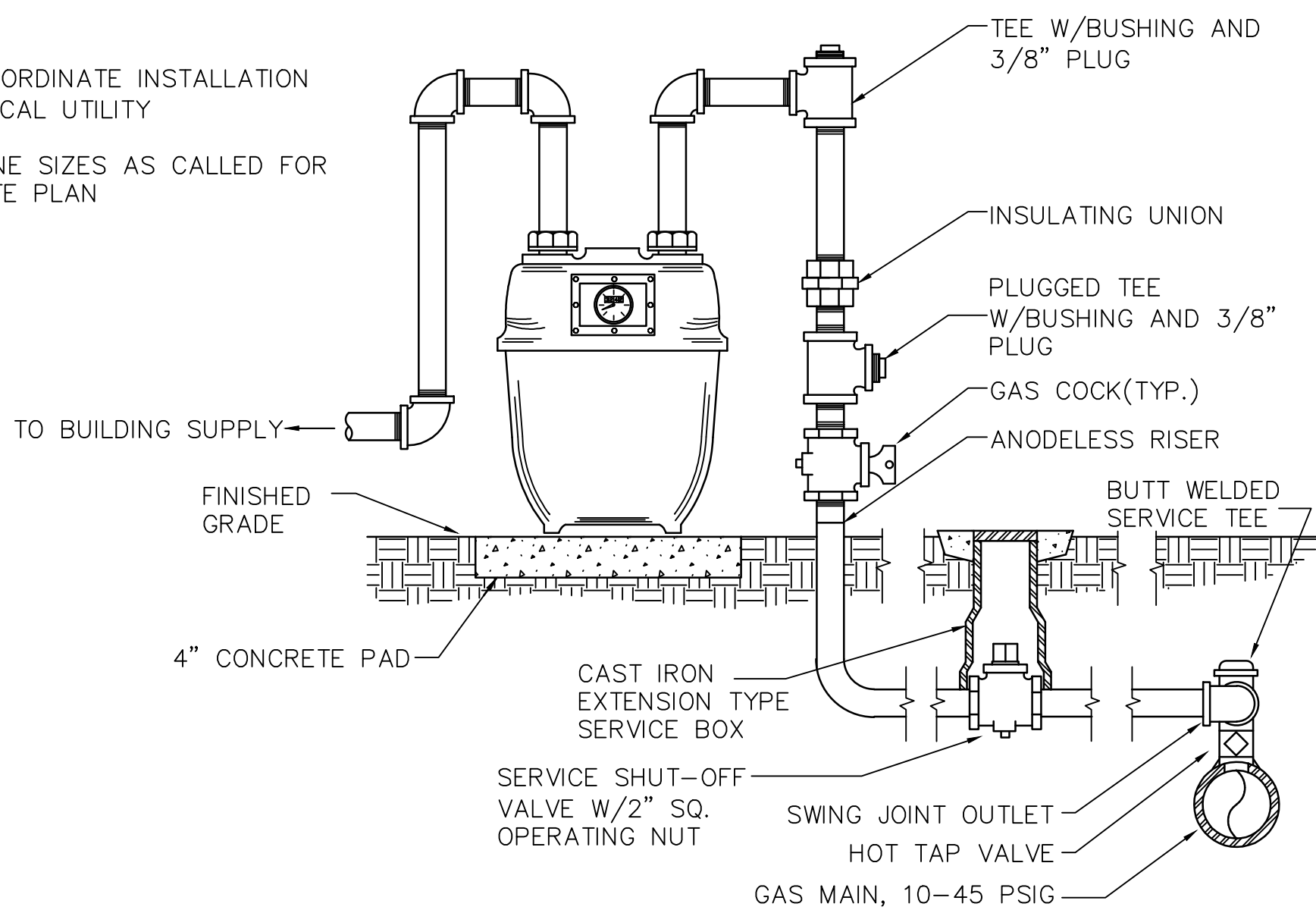
GREASE TRAP SIZING CHART				
NUMBER OF SEATS (D)	MEAL FACTOR (MF)	GALLONS OF WASTE WATER (GL)	RETENTION TIME (RT)	STORAGE FACTOR (ST)
88	1.00	5	2.5	1.5
GREASE TRAP SIZING EQUATION (MIN. GT SIZE)		$D \times MF \times GL \times RT \times ST = 1650 \text{ GAL}$		

GREASE TRAP DETAIL

SCALE: NONE

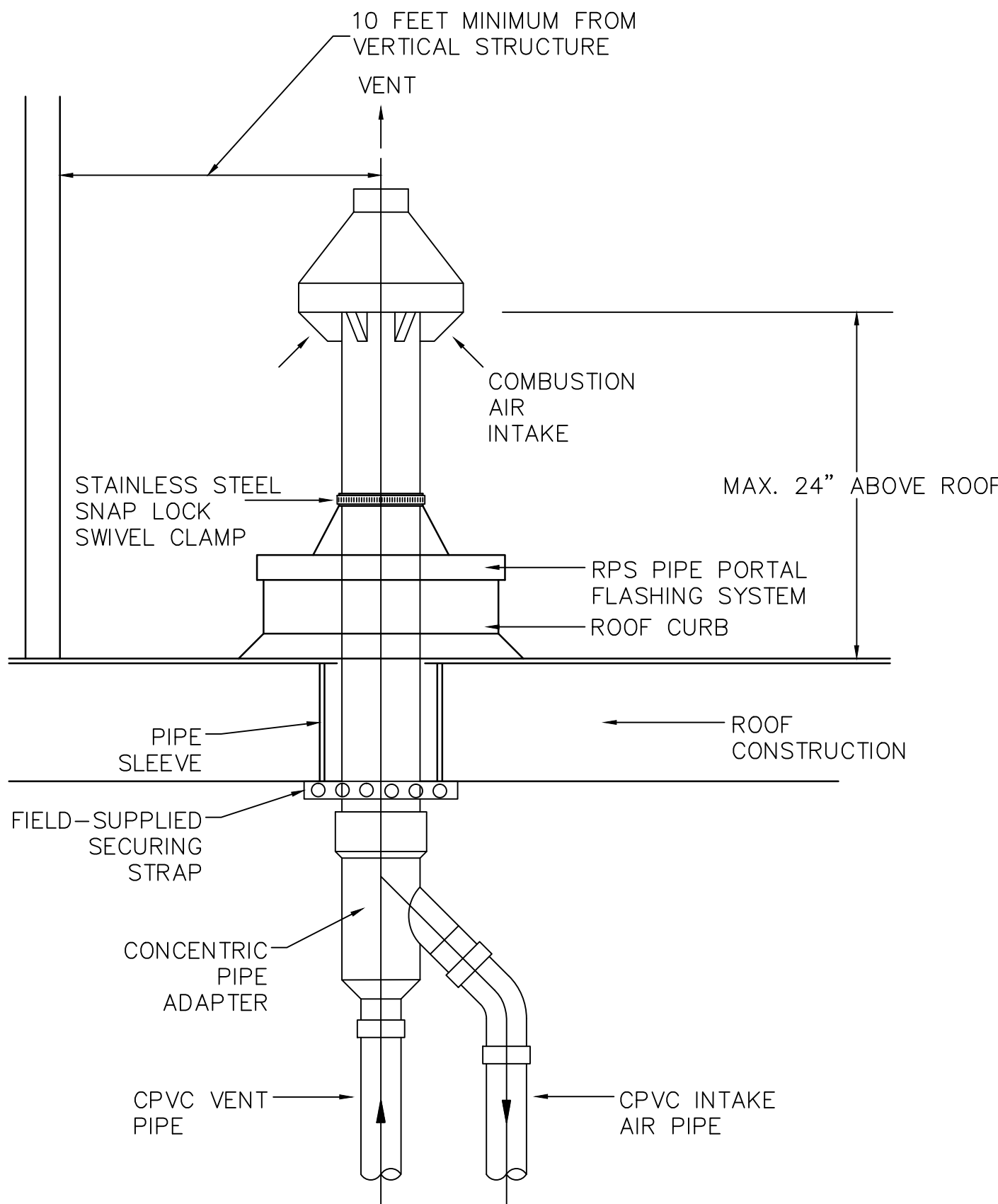
NOTE:

1. COORDINATE INSTALLATION W/ LOCAL UTILITY
2. LINE SIZES AS CALLED FOR ON SITE PLAN



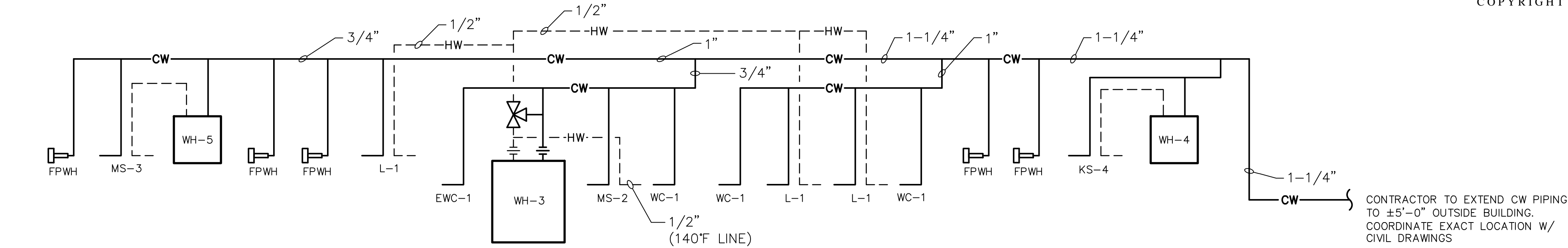
TYPICAL GAS SERVICE CONNECTION DETAIL

SCALE: NONE



GAS WATER HEATER CONCENTRIC VENT DETAIL

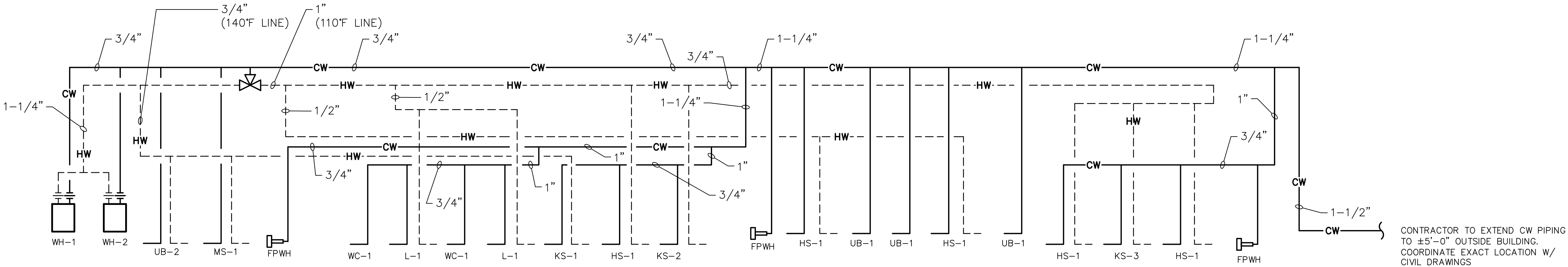
SCALE: NONE



CONTRACTOR TO EXTEND CW PIPING TO ±5'-0" OUTSIDE BUILDING. COORDINATE EXACT LOCATION W/ CIVIL DRAWINGS

PLUMBING RISER DIAGRAM - FORLAND FARMS

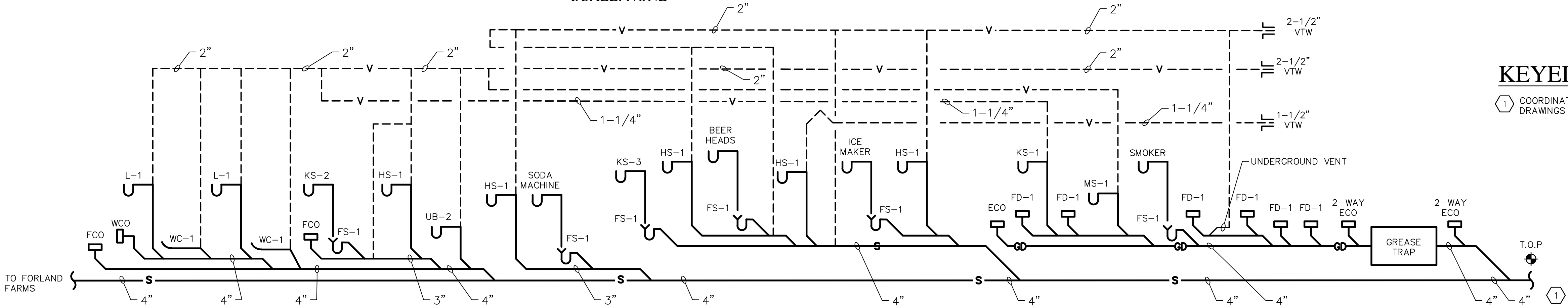
SCALE: NONE



CONTRACTOR TO EXTEND CW PIPING TO ±5'-0" OUTSIDE BUILDING. COORDINATE EXACT LOCATION W/ CIVIL DRAWINGS

PLUMBING RISER DIAGRAM - MOE'S

SCALE: NONE

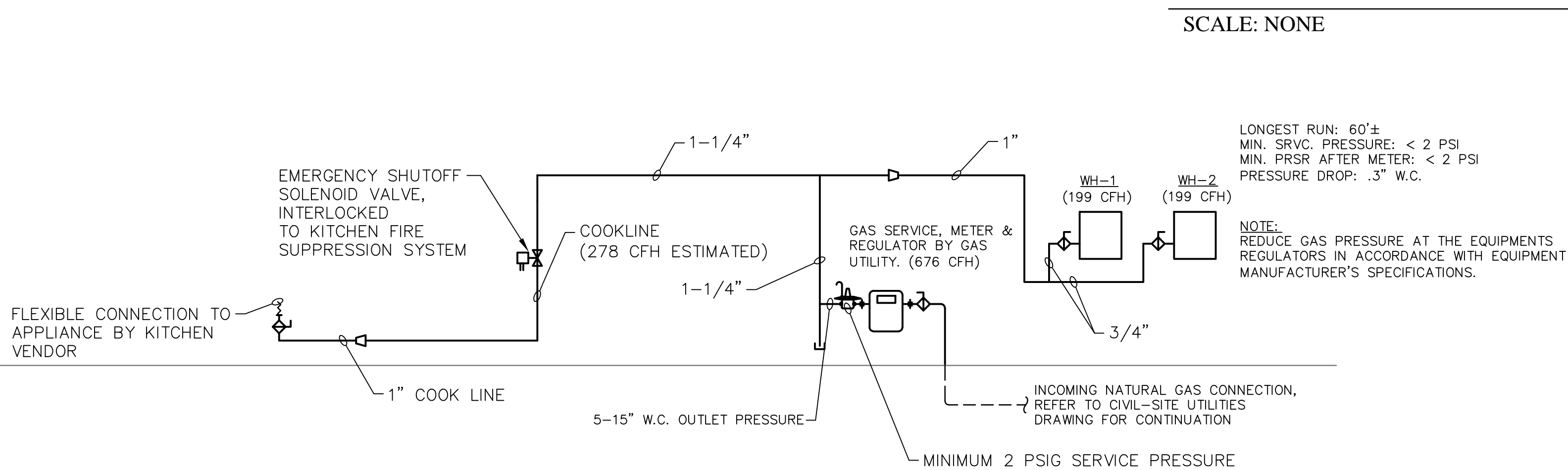


KEYED NOTES:

1. COORDINATE T.O.P. LOCATION WITH CIVIL DRAWINGS TO ENSURE NO CONFLICTS.

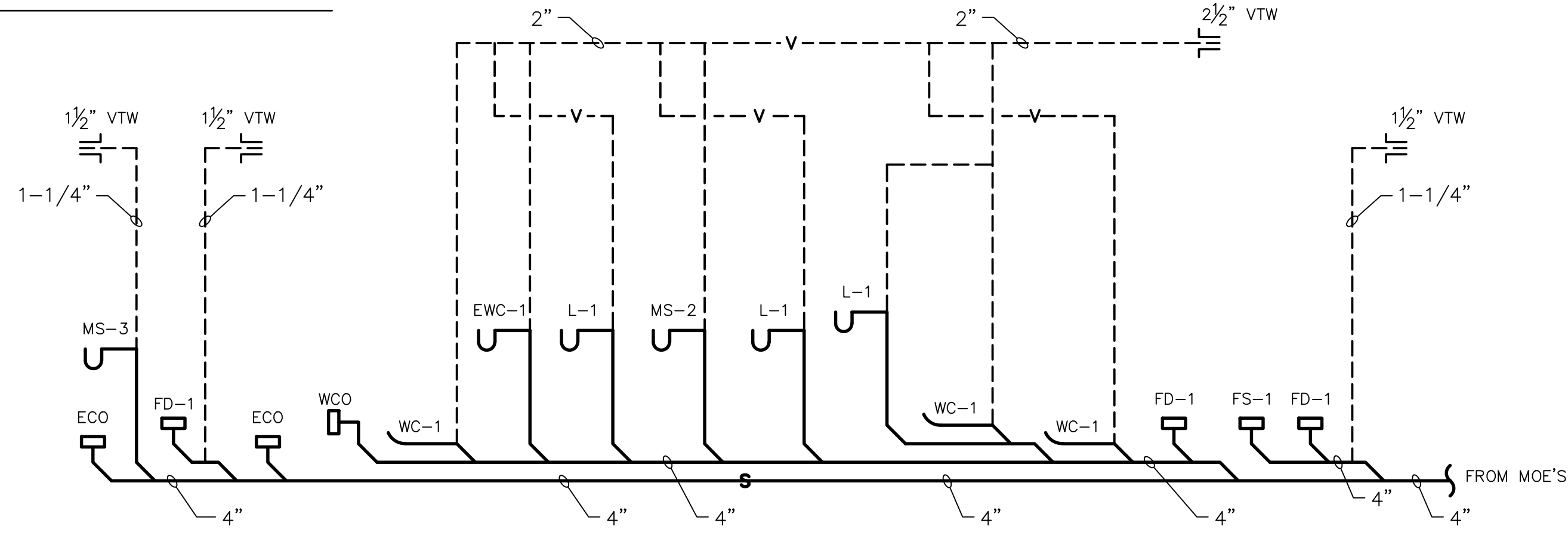
SANITARY RISER DIAGRAM - MOE'S

SCALE: NONE



LONGEST RUN: 60'±
MIN. SRVC. PRESSURE: < 2 PSI
MIN. PRSR AFTER METER: < 2 PSI
PRESSURE DROP: .3" W.C.

NOTE:
REDUCE GAS PRESSURE AT THE EQUIPMENTS
REGULATORS IN ACCORDANCE WITH EQUIPMENT
MANUFACTURER'S SPECIFICATIONS.



SANITARY RISER DIAGRAM - FORLAND FARMS

SCALE: NONE

NATURAL GAS RISER DIAGRAM - MOE'S

SCALE: NONE

H.V.A.C. SCOPE OF WORK:

SCOPE: THE SCOPE OF THE WORK IS GENERALLY INDICATED BY THE DRAWINGS AND SUMMARIZED BY THIS SCOPE OF WORK. DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO INDICATE ALL DETAILS OF THE INSTALLATION OF MECHANICAL WORK. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL CONDITIONS AND REQUIREMENTS FOR THE INSTALLATION OF THE WORK WHERE INFORMATION REQUIRED TO PROVIDE A COMPLETE WORK IS OMITTED OR UNCLEAR, THE CONTRACTOR IS RESPONSIBLE FOR REQUESTING A CLARIFICATION FROM THE ENGINEER PRIOR TO SUBMISSION OF BIDS. BIDDING CONTRACTORS MUST VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND OBTAIN WRITTEN COPIES OF ALL REFERENCED CODES AND ORDINANCES PRIOR TO SUBMITTING BIDS. NO ALLOWANCE WILL BE MADE FOR ADVERSE CONDITIONS WHICH WERE ASCERTAINABLE PRIOR TO BID TIME.

CODES & STANDARDS: BIDDING CONTRACTORS MUST VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND OBTAIN WRITTEN COPIES OF ALL REFERENCED CODES AND ORDINANCES PRIOR TO SUBMITTING BIDS. NO ALLOWANCE WILL BE MADE FOR ADVERSE CONDITIONS WHICH WERE ASCERTAINABLE PRIOR TO BID TIME.

MECHANICAL CODE COMPLIANCE: COMPLY WITH THE REQUIREMENTS OF THE 2009 INTERNATIONAL MECHANICAL CODE AND ALL LOCAL AMENDMENTS IN THE PERFORMANCE OF MECHANICAL WORK REQUIRED FOR THIS PROJECT. ENSURE THAT ALL OUTDOOR AIR INTAKES ARE 10'-0" OR MORE FROM EXHAUSTS, FLUES, PLUMBING VENTS AND OTHER SOURCES OF CONTAMINATION. ALL COMBUSTIBLE MATERIALS INCORPORATED INTO THE PROJECT SHALL HAVE MAXIMUM RATINGS OF 25 FLAME SPREAD AND 50 SMOKE DEVELOPED.

COORDINATION: COORDINATE THE MECHANICAL WORK WITH THE WORK OF THE GENERAL CONTRACTOR AND OTHER SUB-CONTRACTORS. OBTAIN INFORMATION REGARDING THE ROUGH-IN AND FINAL CONNECTION REQUIREMENTS FOR EQUIPMENT TO BE PROVIDED BY THE OWNER OR OTHER CONTRACTORS PRIOR TO COMMENCING WORK. OBTAIN FINAL LOCATIONS OF CEILING GRIDS, LIGHTING FIXTURES, SPRINKLERS, PIPING AND OTHER COMPONENTS THAT WILL AFFECT THE LAYOUT OF HVAC DUCTWORK AND TERMINAL DEVICES PRIOR TO COMMENCING INSTALLATION WORK.

CUTTING & PATCHING: CONTRACTOR SHALL PROVIDE SLEEVES, CURBS, AND PORTALS AS NECESSARY TO MINIMIZE THE NEED TO CUT STRUCTURAL COMPONENTS. PROVIDE LABOR, EQUIPMENT AND SPECIAL SERVICES NECESSARY TO CREATE OPENING NECESSARY FOR THE PASSAGE OF PIPING, DUCTWORK, AND OTHER MECHANICAL WORK. APPLY A ROUGH PATCH TO CLOSE OFF UNUSED PORTIONS OF OPENINGS USING MATERIALS THAT ARE SUBSTANTIALLY SIMILAR TO THAT OF THE ADJACENT STRUCTURE. STRUCTURAL TO STRUCTURAL COMPONENTS MAY BE CUT WITHOUT 24-HOUR PRIOR WRITTEN APPROVAL OF ARCHITECT/ENGINEER.

MATERIALS, EQUIPMENT, AND SUBMITTALS: PROVIDE MATERIALS AND EQUIPMENT OF THE TYPE, SIZE, CAPACITY, AND QUANTITY INDICATED BY THESE DOCUMENTS. WHERE MATERIAL SPECIFICATIONS ARE NOT INDICATED, PROVIDE MATERIALS THAT COMPLY WITH THE HIGHEST QUALITY INDUSTRY STANDARD. IF NO SUCH STANDARD EXISTS, CONTACT THE ARCHITECT/ENGINEER TO ASCERTAIN THE APPROPRIATE SPECIFICATION.

SUBSTITUTIONS: THE OWNER WILL CONSIDER SUBSTITUTIONS OF THE "DESIGN BASIS" SPECIFICATION WHERE GREATER VALUE CAN BE ACHIEVED. OBTAIN THE WRITTEN PERMISSION OF THE ARCHITECT/ENGINEER PRIOR TO MAKING ANY SUBSTITUTIONS AND TAKE RESPONSIBILITY FOR THE DIMENSIONAL AND PERFORMANCE CONSTRAINTS IMPOSED BY THE SUBSTITUTED EQUIPMENT/MATERIAL.

H.V.A.C. EQUIPMENT: ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. PROVIDE AN EFFECTIVE MEANS OF ISOLATING VIBRATIONS GENERATED BY EQUIPMENT FROM DUCTWORK, PIPING, CONDUITS, AND THE BUILDING STRUCTURE.

DUCTWORK: ALL DUCTWORK SHALL BE FABRICATED OF PRIME A-60 COATED GALVANIZED STEEL OF LOCK FORMING GRADE CONFORMING TO ASTM STANDARDS A-525 AND A-527, EXCEPT AS OTHERWISE INDICATED ON PROJECT CONTRACT DOCUMENTS. FABRICATE AND INSTALL DUCTWORK, FITTINGS, CONNECTORS, HANGERS, AND DUCTWORK ACCESSORIES IN ACCORDANCE WITH THE RECOMMENDATIONS OF S.M.A.C.N.A. HVAC DUCT CONSTRUCTION STANDARDS, METAL AND FLEXIBLE, LATEST EDITION, USING THE 2" W.C. POSITIVE PRESSURE CHART, EXCEPT NO DUCTWORK SHALL BE LIGHTER THAN 24 GAUGE. SEAL ALL DUCTWORK SUBSTANTIALLY AIRTIGHT TO COMPLY WITH S.M.A.C.N.A. SEAL CLASS "A". CLEAR AIRWAY DUCT DIMENSIONS ARE INDICATED ON THE DRAWINGS. ALL DUCTS THAT CONVEY GREASE-LOADED OR VAPOR-BEARING (>500 R/H) AIR SHALL BE SEALED WATER-TIGHT AND PITCHED TO THE SOURCE AT NO LESS THAN 1/8" PER 24" SLOPE. ALL FLEXIBLE AIR CONNECTORS SHALL BE TESTED IN ACCORDANCE WITH UL 181. SUCH CONNECTORS SHALL BE LISTED AND LABELED AS CLASS 0 OR CLASS 1 FLEXIBLE AIR CONNECTORS AND SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 304.1 IN THE INTERNATIONAL MECHANICAL CODE. ALL FLEXIBLE AIR CONNECTORS SHALL BE LIMITED IN LENGTH TO 5 FEET AND SHALL NOT PASS THROUGH ANY WALL, FLOOR OR CEILING.

GREASE EXHAUST DUCT: PROVIDE GREASE EXHAUST DUCTS FROM TYPE I GREASE HOODS TO OUTDOOR FANS IN COMPLIANCE WITH IMC, LATEST EDITION, AND IN COMPLIANCE WITH U/L 96. DUCTS SHALL BE CONSTRUCTED OF MINIMUM 16 GAUGE BLACK IRON OR 18 GAUGE #304 STAINLESS STEEL WITH ALL-WELDED SEAMS AND JOINTS. PROVIDE CLEANOUT DOORS AS REQUIRED BY CODE. WRAP THE ENTIRE DUCT ASSEMBLY WITH 3-M FIREWRAP 20 TO ACHIEVE "ZERO CLEARANCE TO COMBUSTIBLES" RATING.

DUCTWORK INSULATION: PROVIDE 2" THICK, MIN. R-6.0 FIBERGLASS BLANKET INSULATION WITH FSK VAPOR BARRIER ON ALL SUPPLY, RETURN, AND OUTDOOR AIR INTAKE DUCTWORK. PROVIDE PRESSURE SENSITIVE TAPE, MASTIC, OR OTHER MATERIALS AS MAY BE REQUIRED TO MAINTAIN A CONTINUOUS VAPOR BARRIER THROUGHOUT THE SYSTEM. JACKETS AND VAPOR BARRIER MATERIALS MUST MEET LOCAL ORDINANCE REQUIREMENTS FOR FLAME SPREAD AND SMOKE DEVELOPED RATINGS. FOR DUCTWORK EXPOSED TO THE WEATHER, PROVIDE 2" THICK RIGID FIBERGLASS INSULATION WITH 0.063" ALUMINUM JACKET, SEALED WEATERTIGHT. NO FIBERGLASS LINERS SHALL BE PERMITTED.

UNITARY ELECTRIC HEATER SCHEDULE								
TAG	MFR MODEL No.	UNIT TYPE	CONFIGURATION MOUNTING / SIZE	FINISH	AIRFLOW CFM	HEATING CAPACITY KW	ELECTRICAL	ACCESSORIES/REMARKS
UH-1	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-2	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-3	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-4	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-5	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-6	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-7	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-8	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-9	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS
UH-10	BERKO HUHAAS	UNIT HEAT	CEILING MOUNT	POWDER COAT	350	5	208/3ø/60	BRKT, STAT, SWFS

ACCESSORIES:
BRKT - MOUNTING BRACKET
STAT - INTEGRAL THERMOSTAT
DS - DISCONNECT SWITCH
SWFS - SUMMER/WINTER FAN SWITCH

REFRIGERANT PIPING: PROVIDE TYPE L-ACR HARD TEMPER COPPER TUBING AND WROUGHT COPPER REFRIGERATION TYPE FITTINGS FOR ALL REFRIGERANT PIPING. BRAZE ALL JOINTS TO WITHSTAND MINIMUM 500 PSIG PRESSURE. PURGE REFRIGERANT PIPES WITH DRY NITROGEN AFTER INSTALLATION AND EVACUATE SYSTEM TO 250 MICRONS FOR A PERIOD OF 24 HOURS PRIOR TO CHARGING SYSTEMS. CHARGE SYSTEMS WITH REFRIGERANT INDICATED IN EQUIPMENT SCHEDULES AS REQUIRED TO OBTAIN PROPER OPERATING PRESSURES DURING NORMAL OPERATION. PROVIDE ALL DX SYSTEM'S REFRIGERANT PIPING WITH PRESSURE GAUGES. PROVIDE A LIQUID LINE FILTER-DRIER AND MOISTURE INDICATING SIGHT GLASS FOR EACH SYSTEM, AS WELL AS OTHER REFRIGERATION SPECIALTIES INDICATED ON DRAWINGS. TEST SYSTEMS AFTER STARTUP FOR LEAKS, AND REPAIR ALL LEAKS FOUND AND CLEAN & RECHARGE SYSTEMS ANEW. PROVIDE UNICELLULAR RUBBER INSULATION ON SUCTION PIPING AND COLD REFRIGERATION EQUIPMENT, WITH A MINIMUM THICKNESS OF 3/8" INDOORS AND 3/4" OUTDOORS. PROVIDE A TRAPPED CONDENSATE DRAIN FOR EACH EVAPORATOR COIL, SIZED TO THE CONNECTION PROVIDED AND RUN OUT TO AN APPROPRIATE SANITARY DRAIN CONNECTION, OR SUITABLE FRENCH DRAIN, WITH A MINIMUM 2" AIR GAP.

PIPING INSULATION: PROVIDE 1 1/2" THICK FIBERGLASS PIPE INSULATION WITH ALL-SERVICE JACKET (ASTM C-547, C-921, TYPE I or II AS APPROPRIATE FOR TEMPERATURE) ON ALL PIPING WHERE FLUIDS TEMPERATURE ARE MORE THAN 10°F BELOW AMBIENT OR MORE THAN 25° ABOVE AMBIENT TEMPERATURE.. PROVIDE PRESSURE SENSITIVE TAPE, MASTIC, OR OTHER MATERIALS AS MAY BE REQUIRED TO MAINTAIN A CONTINUOUS VAPOR BARRIER THROUGHOUT THE SYSTEM. PROVIDE PRE-MOLDED PVC COVERS AT ALL FITTINGS. JACKETS AND VAPOR BARRIER MATERIALS MUST MEET LOCAL ORDINANCE REQUIREMENTS FOR FLAME SPREAD AND SMOKE DEVELOPED RATINGS. (SEE FLOOR PLANS FOR INSULATION REQUIREMENTS AT SPECIAL SYSTEMS.)

INSTRUMENTATION: PROVIDE THERMOMETERS, THERMOWELLS, PRESSURE GAUGES, FLOW INDICATORS, CALIBRATED BALANCING VALVES, P&T PLUGS, AND OTHER INSTRUMENTATION INDICATED ON THE DRAWINGS. IN THE ABSENCE OF SUCH INDICATION, PROVIDE, AT MINIMUM, THERMOWELLS AND THERMOMETERS AT EACH ITEM OF HEAT TRANSFER EQUIPMENT (BOILER, CHILLER, COOLING TOWER, COIL, HEAT EXCHANGER, ETC.) AND PRESSURE GAUGES WITH GAUGE COCKS AND SNUBBERS, AT ITEM OF HEAT TRANSFER EQUIPMENT AND EACH PRIME MOVER (PUMP, FAN, ETC.).

IDENTIFICATION: PROVIDE MECHANICAL SYSTEMS IDENTIFICATION TO INDICATE THE TAG, TYPE, FLOW, TEMPERATURE RANGE, CAPACITY, ETC. OF EACH ITEM OF EQUIPMENT AND ALL CONVEYANCES (DUCTWORK AND PIPING SYSTEMS). PROVIDE ENGRAVED PLASTIC LAMINATE PLATES FOR EQUIPMENT, "SNAP-ON" PIPE MARKERS FOR PIPING, AND ADHESIVE BACKED PLASTICIZED MARKERS FOR DUCTWORK. PROVIDE ENGRAVED PLASTIC LAMINATE VALVE TAGS AT EACH VALVE AND A VALVE TAG SCHEDULE FRAMED UNDER GLASS.

CONTROLS: PROVIDE ALL CONTROL DEVICES, CONDUIT, CONDUCTORS, AND ACCESSORIES REQUIRED TO FURNISH AND INSTALL A COMPLETE AND OPERATING SYSTEM OF TEMPERATURE CONTROLS TO ACCOMPLISH THE INDICATED SEQUENCE OF OPERATION.

SAFETY DEVICES: ALL AIR MOVING EQUIPMENT WITH RATED AIRFLOW CAPACITY OF 2000 CFM OR GREATER SHALL BE EQUIPPED WITH A RETURN-AIR DUCT-MOUNTED SMOKE DETECTOR. WHEN THE DETECTOR SENSES AIRBORNE SMOKE IN THE DUCTS, THE DEVICE SHALL SHUT DOWN THE ASSOCIATED FAN. THE DEVICE SHALL INCLUDE AN AUXILIARY DRY CONTACT FOR FIRE ALARM SYSTEM INTERLOCK, WHERE PROVIDED. PROVIDE A MAGNETICALLY ACTUATED SMOKE DETECTOR TEST STATION FOR EACH SMOKE DETECTOR, LOCATED ON A WALL, 54" A.F.F., AS DIRECTED BY THE FIRE AUTHORITY HAVING JURISDICTION.

AIR TEST & BALANCE: PROVIDE THE SERVICES OF A TECHNICIAN, QUALIFIED AND EXPERIENCED IN THE FIELD OF H.V.A.C. SYSTEMS COMMISSIONING TO INITIATE, QUANTIFY, ADJUST AND CALIBRATE THE OPERATION OF THE INSTALLED SYSTEMS. PERFORM COMMISSIONING WORK IN ACCORDANCE WITH THE STANDARDIZED METHODOLOGY SET FORTH IN ASHRAE GUIDELINE 1-1996 "THE HVAC COMMISSIONING PROCESS". PRIOR TO COMMISSIONING, REPLACE ALL AIR FILTER MEDIA. USE MINIMUM MERV-8 FILTERS. SUBMIT COMMISSIONING REPORTS WITHIN 3 DAYS OF SUBSTANTIAL COMPLETION. THE PROJECT SHALL BE DEEMED SUBSTANTIALLY COMPLETE WHEN THE WORK OR A DESIGNATED PORTION THEREOF IS SUFFICIENTLY COMPLETE, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SO THAT THE OWNER MAY OCCUPY THE WORK OR DESIGNATED PORTION THEREOF FOR THE USE FOR WHICH IT IS INTENDED.

CONTRACT CLOSEOUT: PROVIDE EVIDENCE THAT ALL CONTRACTUAL OBLIGATIONS HAVE BEEN MET, INCLUDING, BUT NOT NECESSARILY LIMITED TO, PROVIDING "AS-BUILT" DRAWINGS, SYSTEM COMMISSIONING REPORTS, OPERATING AND MAINTENANCE MANUALS, TRAINING OF PERSONNEL, FULLY EXECUTED PUNCHLIST, WARRANTIES, EXTENDED WARRANTIES, AND OTHER DOCUMENTS THAT MAY BE PERTINENT TO THE MECHANICAL PORTION OF THE PROJECT.

WARRANTY: THE CONTRACTOR SHALL WARRANT THE WORK PROVIDED AS PART OF THIS PROJECT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE COMMISSIONING ACCEPTANCE DATE. PROVIDE EVIDENCE OF ALL EXTENDED WARRANTIES AVAILABLE FROM EQUIPMENT MANUFACTURERS.

TEMPERATURE CONTROL - SEQUENCE OF OPERATION:

SPLIT SYSTEM HEAT PUMP

1. THE TEMPERATURE CONTROL SYSTEM SHALL CONSIST OF DISCRETE ELECTRIC DEVICES. EACH H.V.A.C. SYSTEM SHALL BE CONTROLLED INDEPENDENTLY OF THE OTHERS.
2. ALL DEVICES SHALL BE MOUNTED ON NEMA RATED ELECTRICAL BOXES AND ALL CONDUCTORS SHALL BE CONTAINED WITHIN E.M.T. CONDUIT. DO NOT RUN LOW VOLTAGE CONTROL WIRING IN CONDUITS WITH LINE VOLTAGE POWER WIRING.

3. PROVIDE A 7-DAY, SINGLE STAGE (UNLESS OTHERWISE INDICATED) HEATING/COOLING PROGRAMMABLE THERMOSTAT FOR EACH SPLIT SYSTEM. PROVIDE CONDUCTORS FROM THE THERMOSTAT TO THE AIR HANDLER AND FROM THE AIR HANDLER TO THE OUTDOOR HEAT PUMP UNIT CONTROL PANEL IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEATING AND COOLING EQUIPMENT MANUFACTURER'S REQUIREMENTS. PROVIDE TWO SPARE CONDUCTORS IN EACH RUN.

4. THE THERMOSTAT SHALL BE MOUNTED WITHIN THE ASSOCIATED CONDITIONED SPACE, AT 54" ABOVE THE FINISHED FLOOR UNLESS NOTED, AND SHALL INCLUDE AN INTEGRAL TEMPERATURE SENSOR AND MANUALLY OPERATED "SYSTEM" SWITCHES.

5. THE AIR HANDLER SUPPLY FANS SHALL OPERATE CONTINUOUSLY OR INTERMITTENTLY AS DETERMINED BY USER-SELECTABLE SWITCH. EXHAUST FANS SHALL OPERATE FROM A LOCAL, WALL MOUNTED TOGGLE SWITCH (UNLESS OTHERWISE INDICATED).

6. DURING OCCUPIED HOURS, WHEN THE SYSTEM SWITCH IS SET TO "COOL" AND THE SPACE TEMPERATURE RISES ABOVE THE SETPOINT (75°), THE REFRIGERATION COMPRESSOR SHALL START TO PROVIDE COOLED AIR TO THE SPACE UNTIL THE SETPOINT TEMPERATURE IS SATISFIED, AT WHICH TIME THE COMPRESSOR SHALL STOP. NO COOLING SHALL BE PROVIDED TO THE SPACE DURING UNOCCUPIED HOURS.

7. REFRIGERATION COMPRESSOR SHALL OPERATE IN REVERSE MODE DURING OCCUPIED HOURS, WHEN THE SYSTEM SWITCH IS SET TO "HEAT" AND THE SPACE TEMPERATURE DROPS BELOW THE SETPOINT, TO PROVIDE HEATED AIR TO THE SPACE UNTIL THE SETPOINT TEMPERATURE IS SATISFIED, AT WHICH TIME THE COMPRESSOR SHALL SHUT OFF. WHEN THE OUTDOOR AIR TEMPERATURE DROPS BELOW 30°F, THE ELECTRIC RESISTANCE HEATER SHALL OPERATE TO SATISFY HEATING REQUIREMENTS.

8. DURING UNOCCUPIED HOURS, WHEN THE SYSTEM SWITCH IS SET TO "HEAT" AND THE SPACE TEMPERATURE DROPS BELOW THE LOWERED SETPOINT (UNLESS OTHERWISE INDICATED), THE AIR HANDLER FAN SHALL START AND THE HEATER OR REVERSE CYCLE COMPRESSOR SHALL OPERATE TO PROVIDE HEATED AIR TO THE SPACE UNTIL THE SETPOINT TEMPERATURE IS SATISFIED, AT WHICH TIME THE UNIT SHALL SHUT OFF.

TEMPERATURE CONTROL - SEQUENCE OF OPERATION:

SPLIT SYSTEM COOLING

1. THE TEMPERATURE CONTROL SYSTEM SHALL CONSIST OF DISCRETE ELECTRIC DEVICES. EACH H.V.A.C. SYSTEM SHALL BE CONTROLLED INDEPENDENTLY OF THE OTHERS.

2. ALL DEVICES SHALL BE MOUNTED ON NEMA RATED ELECTRICAL BOXES AND ALL CONDUCTORS SHALL BE CONTAINED WITHIN E.M.T. CONDUIT. DO NOT RUN LOW VOLTAGE CONTROL WIRING IN CONDUITS WITH LINE VOLTAGE POWER WIRING.

3. PROVIDE A 7-DAY, SINGLE STAGE (UNLESS OTHERWISE INDICATED) HEATING/COOLING PROGRAMMABLE THERMOSTAT FOR EACH SPLIT SYSTEM. PROVIDE CONDUCTORS FROM THE THERMOSTAT TO THE AIR HANDLER AND FROM THE AIR HANDLER TO THE OUTDOOR HEAT PUMP UNIT CONTROL PANEL IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEATING AND COOLING EQUIPMENT MANUFACTURER'S REQUIREMENTS. PROVIDE TWO SPARE CONDUCTORS IN EACH RUN.

4. THE THERMOSTAT SHALL BE MOUNTED WITHIN THE ASSOCIATED CONDITIONED SPACE, AT 54" ABOVE THE FINISHED FLOOR UNLESS NOTED, AND SHALL INCLUDE AN INTEGRAL TEMPERATURE SENSOR AND MANUALLY OPERATED "SYSTEM" SWITCHES.

5. THE AIR HANDLER SUPPLY FANS SHALL OPERATE CONTINUOUSLY OR INTERMITTENTLY AS DETERMINED BY USER-SELECTABLE SWITCH. EXHAUST FANS SHALL OPERATE FROM A LOCAL, WALL MOUNTED TOGGLE SWITCH.

6. DURING OCCUPIED HOURS, WHEN THE SYSTEM SWITCH IS SET TO "COOL" AND THE SPACE TEMPERATURE RISES ABOVE THE SETPOINT, THE REFRIGERATION COMPRESSOR SHALL START TO PROVIDE COOLED AIR TO THE SPACE UNTIL THE SETPOINT TEMPERATURE IS SATISFIED, AT WHICH TIME THE COMPRESSOR SHALL STOP. NO COOLING SHALL BE PROVIDED TO THE SPACE DURING UNOCCUPIED HOURS.

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8. DURING UNOCCUPIED HOURS, WHEN THE SYSTEM SWITCH IS SET TO "HEAT" AND THE SPACE TEMPERATURE DROPS BELOW THE LOWERED SETPOINT, THE AIR HANDLER FAN SHALL START AND THE HEATER OR REVERSE CYCLE COMPRESSOR SHALL OPERATE TO PROVIDE HEATED AIR TO THE SPACE UNTIL THE SETPOINT TEMPERATURE IS SATISFIED, AT WHICH TIME THE UNIT SHALL SHUT OFF.

9. IN ADDITION TO STANDARD SAFETY DEVICES PROVIDED BY THE EQUIPMENT MANUFACTURERS, PROVIDE A DUCT MOUNTED SMOKE DETECTOR FOR EACH FURNACE WHERE REQUIRED BY LOCAL ORDINANCE. WIRE TO SHUT DOWN THE FURNACE OPERATION UPON DETECTION OF PRODUCTS OF COMBUSTION IN THE AIRSTREAM. PROVIDE AUXILIARY N.C. CONTACTS FOR CONNECTION TO A FIRE ALARM SYSTEM.

DUCTWORK LEGEND	
NEW WORK	
	SQUARE TO ROUND SIDE TAKEOFF WITH MANUAL VOLUME DAMPER
	LAY-IN DIFFUSER WITH FLEX. DUCT CONN. (5'-0" MAX. LENGTH)
	RADIUS ELBOW R=1/2 DUCT WIDTH MINIMUM
	ECCENTRIC TRANSITION X=30" MAXIMUM
	CONCENTRIC TRANSITION X=30" MAXIMUM
	TRANSITION FLAT ON TOP
	TRANSITION FLAT ON BOTTOM
	OFFSET UP OR DOWN AS INDICATED
	MANUAL VOLUME DAMPER WITH LOCKING QUADRANT
	MOTOR OPERATED OPPOSED BLADE CONTROL DAMPER
	SUPPLY DUCT UP
	SUPPLY DUCT DOWN
	RETURN/EXHAUST DUCT UP
	RETURN/EXHAUST DUCT DOWN
	U/L 555 DYNAMIC 1½ HR. FIRE DAMPER (PROVIDE ACCESS DOOR)
	FLEXIBLE DUCT CONNECTION
	THERMOSTAT OR TEMPERATURE SENSOR
	OAD OUTDOOR AIR DAMPER

FAN SCHEDULE										
TAG	MFR --- MODEL No.	FAN TYPE	SERVICE	AIRFLOW CFM	E.S.P. in. W.C.	RPM	MOTOR HP	ELECTRICAL	ACCESSORIES/REMARKS	
EF-1	GREENHECK SP-B50	CEILING	RESTROOM	50	.125	625	38W	115/1ø	BS, BDD, DS	
EF-2	GREENHECK SP-B50	CEILING	RESTROOM	50	.125	625	38W	115/1ø	BS, BDD, DS	
EF-3	GREENHECK SP-B50	CEILING	RESTROOM	50	.125	625	38W	115/1ø	BS, BDD, DS	
EF-4	GREENHECK SP-B50	CEILING	RESTROOM	50	.125	625	38W	115/1ø	BS, BDD, DS	
EF-5	GREENHECK SP-B50	CEILING	RESTROOM	50	.125	625	38W	115/1ø	BS, BDD, DS	
EF-6	GREENHECK SQ-140-B	IN-LINE	RETAIL	2320	.25	1500	1/3	115/1ø	DS, SPDC	
EF-7	GREENHECK SE1-16-42B-B	WALL	STORAGE	1200	.25	1160	1/6	115/1ø	DS, MG, WC, HOOD, SPDC	
EF-8	GREENHECK SE1-16-42B-B	WALL	STORAGE	1200	.25	1160	1/6	115/1ø	DS, MG, WC, HOOD, SPDC	

FAN ACCESSORIES LEGEND:
BS - BIRD SCREEN
MG - MOTOR-SIDE GUARD
DS - DISCONNECT SWITCH
BDD - BACK DRAFT DAMPER
WC - WALL COLLAR
HOOD - 45° HOOD W/ BIRD SCREEN
SPDC - SPEED CONTROLLER

DUCTED SPLIT SYSTEM FAN COIL SCHEDULE													
INDOOR AIR HANDLER UNIT							OUTDOOR AIR COOLED CONDENSING UNIT						
TAG	DESIGN BASIS MODE	TOTAL CAPACITY (MBH)	SENSIBLE HEAT FACTOR	EDB /EWB	VOLTS /PHASE	MCA	TAG	DESIGN BASIS MODE	REFRIGERANT	AMBIENT TEMP °F	VOLTS /PHASE	MCA /MOCP	MIN. SEER
DFC-1	MITSUBISHI PEAD-A24AA4	24,000	0.68	72.0/60.8	208/1ø	2.63	DCU-1	MITSUBISHI PUY-A24NHA4(-BS)	R-410A	94	208/1ø	18/30	16

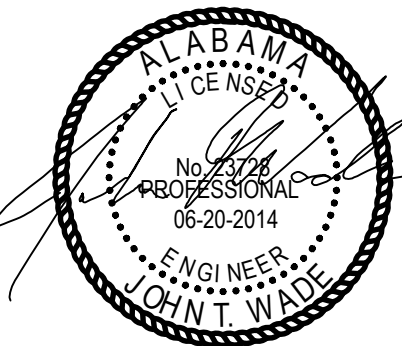
THE UNIT MANUFACTURER SHALL PROVIDE A REFRIGERANT PIPING DIAGRAM INDICATING PIPE SIZES AND ALL REQUIRED VALVES AND SPECIALTIES.

* THE INDOOR UNIT POWER IS NORMALLY SUB-FED FROM THE OUTDOOR UNIT, BUT MAY BE FIELD CONVERTED.

HEAT PUMP INDOOR UNIT SCHEDULE																				HEAT PUMP OUTDOOR UNIT SCHEDULE											
TAG	MANUFACTURER MODEL No.	CONFIGURATION	FAN DATA				DX COIL DATA – COOLING					HEATING DATA				PHYSICAL DATA			TAG	MANUFACTURER MODEL No.	COMPRESSOR DATA			ELECTRICAL DATA			PHYSICAL DATA				
			NOM. CFM	O.A. CFM	E.S.P.	MOTOR HP	DRIVE SPEED	REFR.	SST	THC	SHC	REFR METER TYPE	MIN. I.E.E.R.	MBH	C.O.P.	AUX. COIL KW	STAGES	ELECTRICAL			FILTERS	ACCESSORIES	COMPR. TYPE	LIQ CONN	SUC CONN	VOLT	MCA	MCB	OPER. WT. LBS.	ACCESSORIES	
AHU-1	TRANE TAM4A0C06S51SC	HORIZONTAL	1250	565	0.6"	1	1050	R-410A	45°	57.5	44.9	TXV	10.8	37.9	3.6	7.2	2	208/1ø/60	1-22x20x1	AEHC, SPWK, TXVK, HDPK	HP-1	TRANE 4TWA3060B3000A	SCROLL	3/8"	7/8"	208/3ø	20	35	270	CHSK, CCHT, IBTD, 5ART	
AHU-2	TRANE TAM4A0C06S51SC	HORIZONTAL	1250	565	0.6"	1	1050	R-410A	45°	57.5	44.9	TXV	10.8	37.9	3.6	7.2	2	208/1ø/60	1-22x20x1	AEHC, SPWK, TXVK, HDPK	HP-2	TRANE 4TWA3060B3000A	SCROLL	3/8"	7/8"	208/3ø	20	35	270	CHSK, CCHT, IBTD, 5ART	
AHU-3	TRANE TAM4A0C06S51SC	HORIZONTAL	1250	565	0.6"	1	1050	R-410A	45°	57.5	44.9	TXV	10.8	37.9	3.6	7.2	2	208/1ø/60	1-22x20x1	AEHC, SPWK, TXVK, HDPK	HP-3	TRANE 4TWA3060B3000A	SCROLL	3/8"	7/8"	208/3ø	20	35	270	CHSK, CCHT, IBTD, 5ART	
AHU-4	TRANE TAM4A0C06S51SC	HORIZONTAL	1500	230	0.5"	1	1050	R-410A	45°	57.5	44.9	TXV	10.8	37.9	3.6	7.2	2	208/1ø/60	1-22x20x1	AEHC, SPWK, TXVK, HDPK	HP-4	TRANE 4TWA3060B3000A	SCROLL	3/8"	7/8"	208/3ø	20	35	270	CHSK, CCHT, IBTD, 5ART	
AHU-5	TRANE GAM5B0A18M11SB	VERTICAL	600	164	0.5"	1/3	1050	R-410A	45°	18	10.5	TXV	11.5	12.2	3.5	2.88	1	208/1ø/60	1-16x20x1	AEHC, STAND, TXVK	HP-5	TRANE 4TW63018D3000A	SCROLL	3/8"	5/8"	208/1ø	12	20	200	CHSK, CCHT, IBTD, 5ART	



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GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



TENANT FIT-UP BUILDING (PHASE 2)

FOR THE

FOLEY FARMERS' MARKET

FOLEY
ALABAMA

JOB NO.:

DRAWN: JDT

CHECKED: JTW

DATE: 6.20.14

REVISION:

SCALE:

SHEET NO.:

M1.2

HVAC SCHEDULE
MOES / FORLAND FARMS

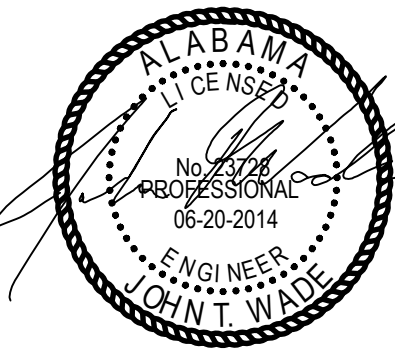
2009 INTERNATIONAL MECHANICAL CODE MINIMUM VENTILATION REQUIREMENT - MOE'S													
SPACE NAME	USE OF SPACE	FLOOR AREA SQ. FT.	OCCUPANT DENSITY (PEOPLE/1000 SQ. FT.)	TOTAL PEOPLE	PEOPLE OUTDOOR AIRFLOW RATE (CFM/PERSON)	OUTSIDE AIR CFM	AREA OUTDOOR AIRFLOW RATE (CFM/SQ. FT.)	OUTSIDE AIR CFM	VENTILATION ZONE AIR DISTRIBUTION EFFECTIVENESS	TOTAL OUTSIDE AIR CFM	CORRECTED OUTSIDE AIR CFM	EXHAUST RATE (CFM/SQ. FT.)	EXHAUST AIR CFM
DINING	DINING	1946	70	136.27	7.50	1022.0	0.18	350.28	0.80	1372.31	1715.38	—	—
MEN'S RR	RESTROOM	44	—	—	—	—	—	—	—	—	—	50 CFM PER FIXTURE	50
WOMEN'S RR	RESTROOM	44	—	—	—	—	—	—	—	—	—	50 CFM PER FIXTURE	50
HALL	CORRIDOR	75	—	—	—	—	0.06	4.50	0.80	4.50	5.63	—	—
OFFICE	OFFICE	83	5	1	5	5.0	0.06	4.98	0.80	9.98	12.48	—	—
STORAGE	STORAGE	205	—	—	—	—	0.12	24.60	0.80	—	—	—	—
KITCHEN	KITCHEN	572	—	—	—	—	—	—	—	—	—	.7	400.40
ELECTRIC	E. EQP.	25	—	—	—	—	0.06	1.50	0.80	1.50	1.88	25 CFM PER FIXTURE	25
BUILDING TOTALS		2994				1027.03		385.86		1388.29	1735.36		525.40

* UNCONDITIONED SPACE.

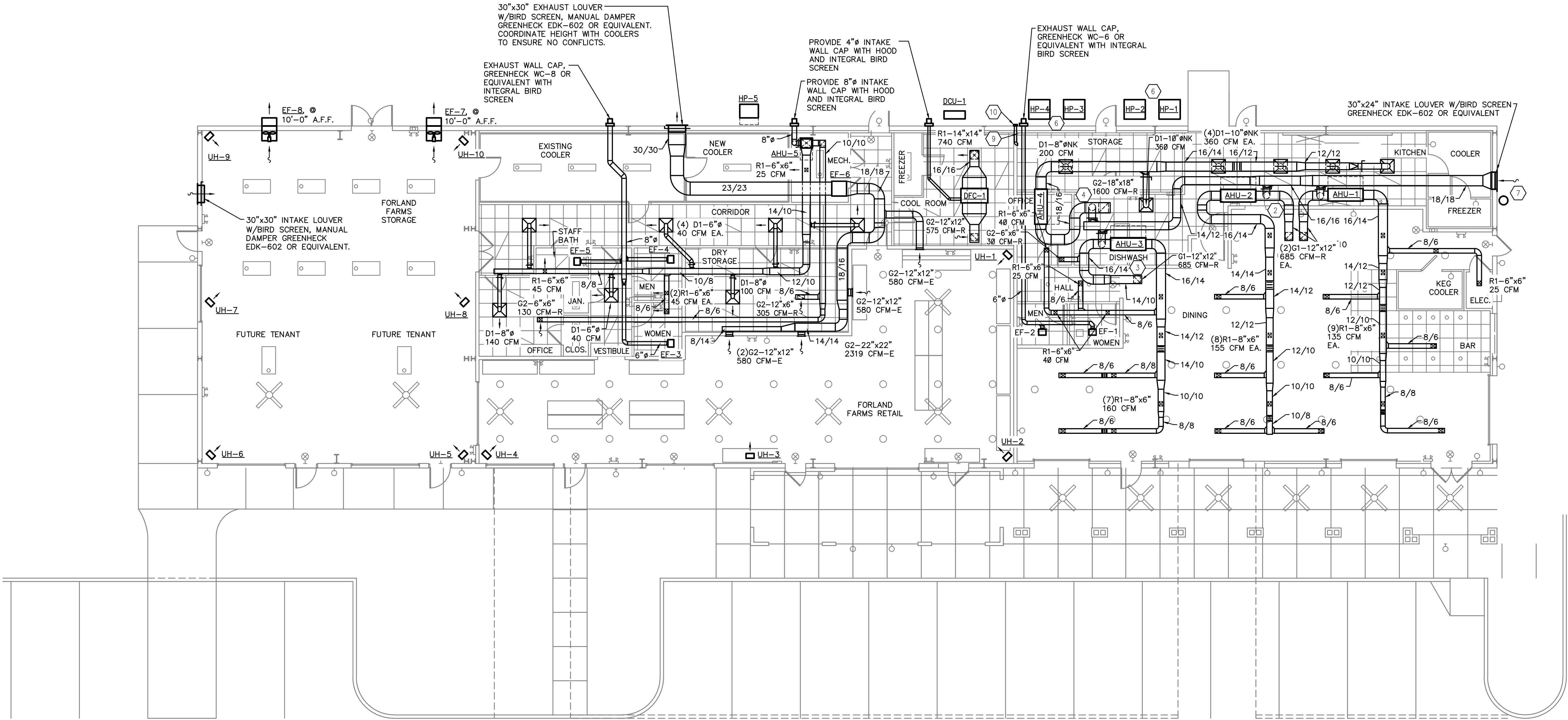
2009 INTERNATIONAL MECHANICAL CODE MINIMUM VENTILATION REQUIREMENT - FORLAND FARMS													
SPACE NAME	USE OF SPACE	FLOOR AREA SQ. FT.	OCCUPANT DENSITY (PEOPLE/1000 SQ. FT.)	TOTAL PEOPLE	PEOPLE OUTDOOR AIRFLOW RATE (CFM/PERSON)	OUTSIDE AIR CFM	AREA OUTDOOR AIRFLOW RATE (CFM/SQ. FT.)	OUTSIDE AIR CFM	VENTILATION ZONE AIR DISTRIBUTION EFFECTIVENESS	TOTAL OUTSIDE AIR CFM	CORRECTED OUTSIDE AIR CFM	EXHAUST RATE (CFM/SQ. FT.)	EXHAUST AIR CFM
RETAIL*	RETAIL	1657	—	—	—	—	—	—	—	—	—	—	2400
DRY STORAGE	STORAGE	294	—	—	—	—	0.12	35	0.80	35	44	—	—
WOMEN'S RR	RESTROOM	53	—	—	—	—	—	—	—	—	—	50 CFM PER FIXTURE	50
MEN'S RR	RESTROOM	53	—	—	—	—	—	—	—	—	—	50 CFM PER FIXTURE	50
OFFICE	OFFICE	138	5	2	5	10	0.06	8	0.80	18	23	—	—
JANITOR	STORAGE	20	—	—	—	—	0.12	2	0.80	2	3	—	—
CLOSET	STORAGE	22	—	—	—	—	0.12	3	0.80	3	3	—	—
MECHANICAL	MECH. EQP.	85	—	—	—	—	0.12	10	0.80	10	13	—	—
STORAGE*	STORAGE	1956	—	—	—	—	—	—	—	—	—	—	2320
STAFF BATH	RESTROOM	30	—	—	—	—	—	—	—	—	—	50 CFM PER FIXTURE	50
CORRIDOR	CORRIDOR	450	—	—	—	—	0.06	27	0.80	27	34	—	—
VESTIBULE	CORRIDOR	95	—	—	—	—	0.06	6	0.80	6	7	—	—
COOL ROOM	STORAGE	250	—	—	—	—	0.12	30	0.80	30	37	—	—
BUILDING TOTALS		5103				10		122		132	164		4870



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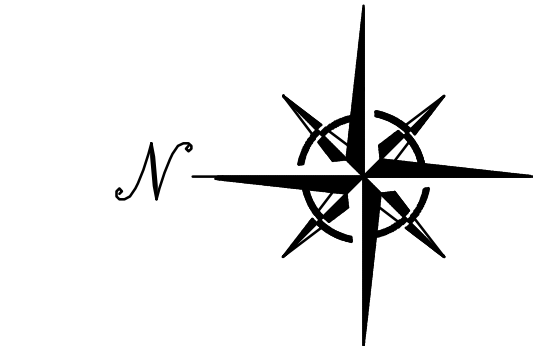


GENERAL NOTES:

- COORDINATE FINAL DIFFUSER AND EXHAUST FAN LOCATIONS W/ ARCHITECT'S REFLECTED CEILING PLAN.
- ROUTE OUTSIDE AIR DUCT ABOVE KITCHEN AHU'S TO AVOID ENROACHMENT INTO REQUIRED SERVICE CLEARANCES. ALL CONNECTIONS FROM OUTSIDE AIR DUCT TO AHU RETURNS ARE 12" Ø. PROVIDE BACKDRAFT DAMPER FOR OF THESE RETURN CONNECTIONS.
- KITCHEN HOODS AND FANS SUPPLIED AND INSTALLED BY OTHERS. CONTRACTOR RESPONSIBLE FOR COORDINATING INSTALLATION OF HVAC SYSTEM W/ KITCHEN EQUIPMENT. REFER TO MOE'S VENTILATION SCHEDULE ON SHEET M1.1 FOR MINIMUM OUTSIDE AIR/PRESSURIZATION CALCULATIONS.
- INSTALL TEMPERATURE CONTROL FOR ALL UNIT HEATERS ON WALL BELOW EACH HEATER. MOUNT EACH HEATER 8'-0" AFF. COORDINATE INSTALLATION WITH ALL OTHER DISCIPLINES TO ENSURE NO CONFLICTS.
- ENSURE ALL EXHAUST OUTLETS ARE AT LEAST 10'-0" AWAY FROM ANY INTAKE SOURCE.

KEYED NOTES:

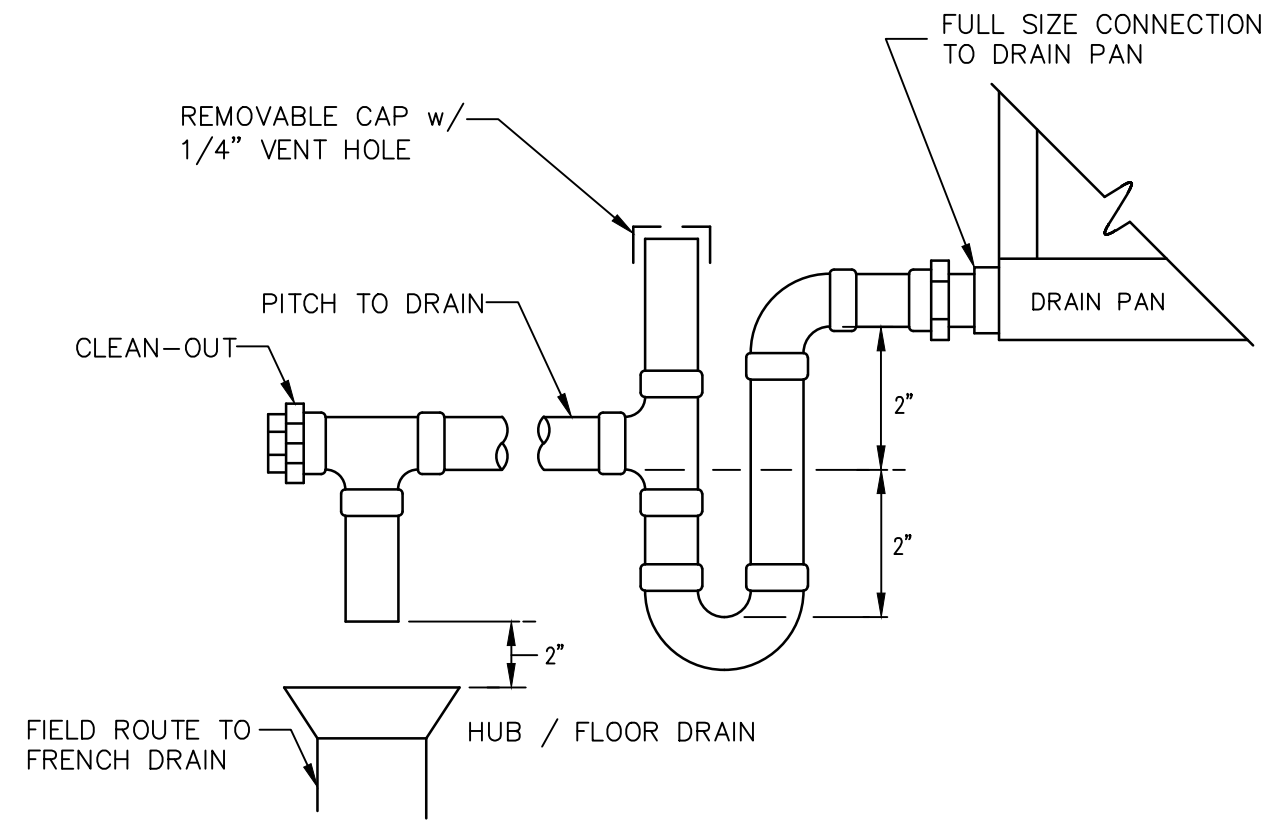
- 1 DUCT RETURN INTO BOTTOM RETURN SLOT OF AIR HANDLER.
- 2 THERMOSTATS FOR AHU-1 AND AHU-2 MOUNTED 54" AFF.
- 3 THERMOSTAT FOR AHU-3 MOUNTED 54" AFF.
- 4 THERMOSTAT FOR AHU-4 MOUNTED 54" AFF.
- 5 THERMOSTAT FOR AHU-5 MOUNTED 54" AFF.
- 6 MOUNT UNITS ON 6" THICK REINFORCED CONCRETE PAD
- 7 FIELD ROUTE AHU CONDENSATE INTO FRENCH DRAIN. COORDINATE INSTALLATION W/ EXISTING CONDITIONS AND ALL OTHER DISCIPLINES TO ENSURE NO CONFLICTS.
- 8 PROVIDE GREENHECK FSI OR EQUIVALENT SIZED FOR 670 CFM OUTSIDE AIR. COORDINATE INSTALLATION W/ ALL OTHER DISCIPLINES TO ENSURE NO CONFLICTS.
- 9 EXHAUST DUCT FOR DRYER IS TO BE 4" Ø ALUMINUM DUCT. CONTRACTOR IS TO INSTALL PER THE INTERNATIONAL MECHANICAL CODE. SHOWN HERE FOR CLARITY.
- 10 PROVIDE BROAN 885BL OR EQUIVALENT, DRYER WALL CAP. CONTRACTOR IS TO INSTALL PER ALL APPLICABLE CODES.



1 HVAC PLAN
SCALE 1/8" = 1'-0"

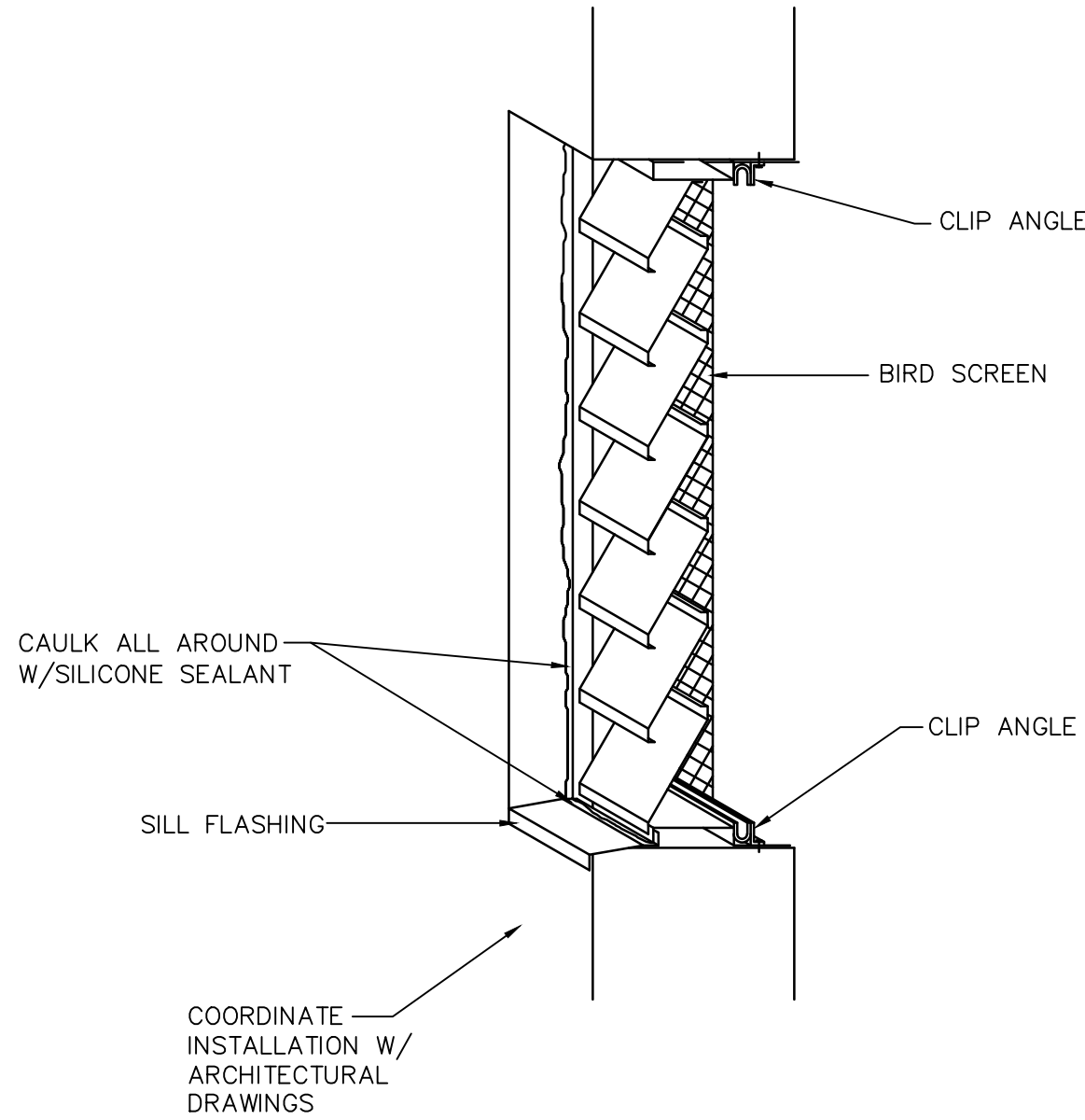
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REVISION:

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SHEET NO.:
M2.1
HVAC
PLAN



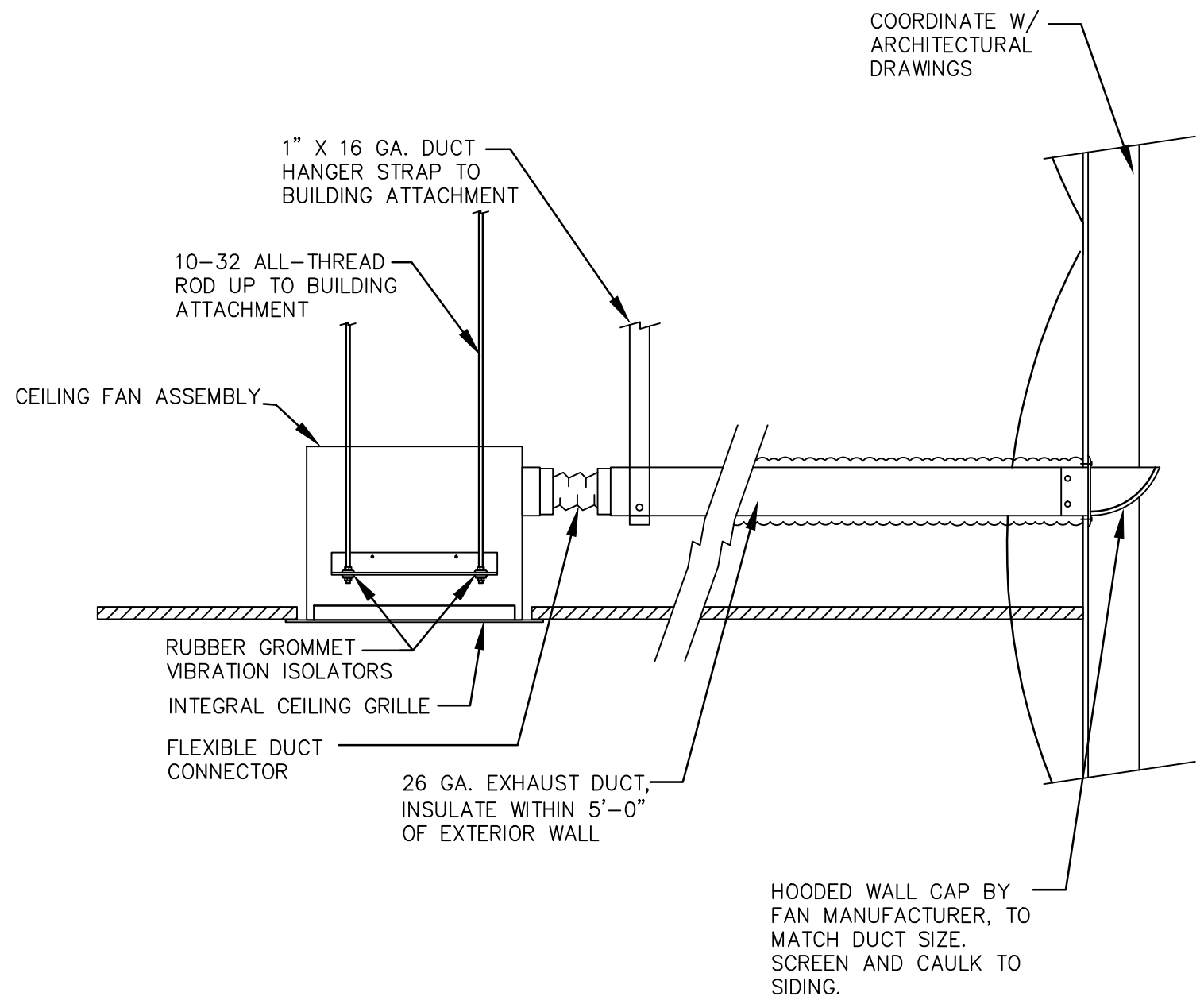
COIL CONDENSATE DRAIN DETAIL

SCALE: NONE



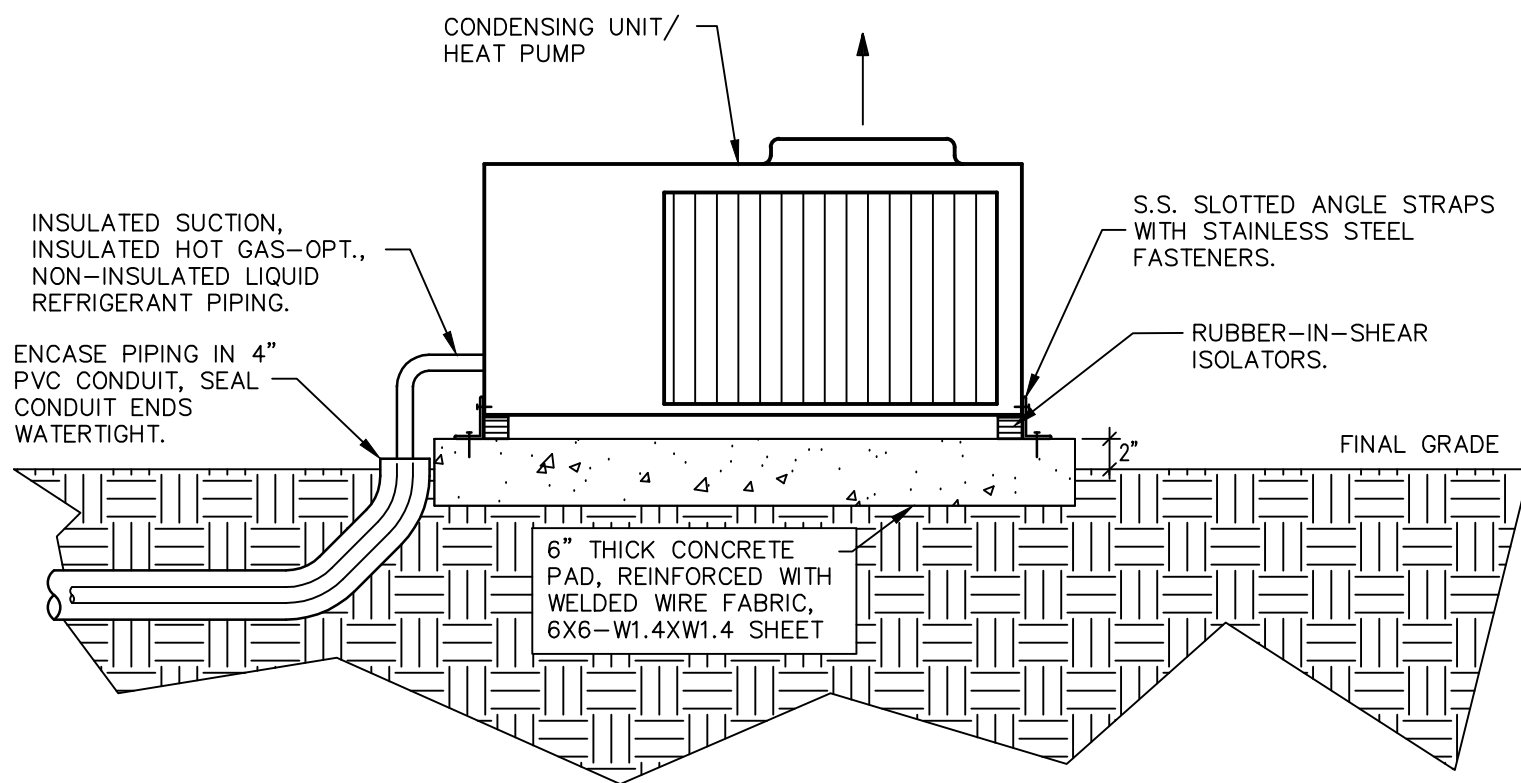
LOUVER INSTALLATION DETAIL

SCALE: NONE



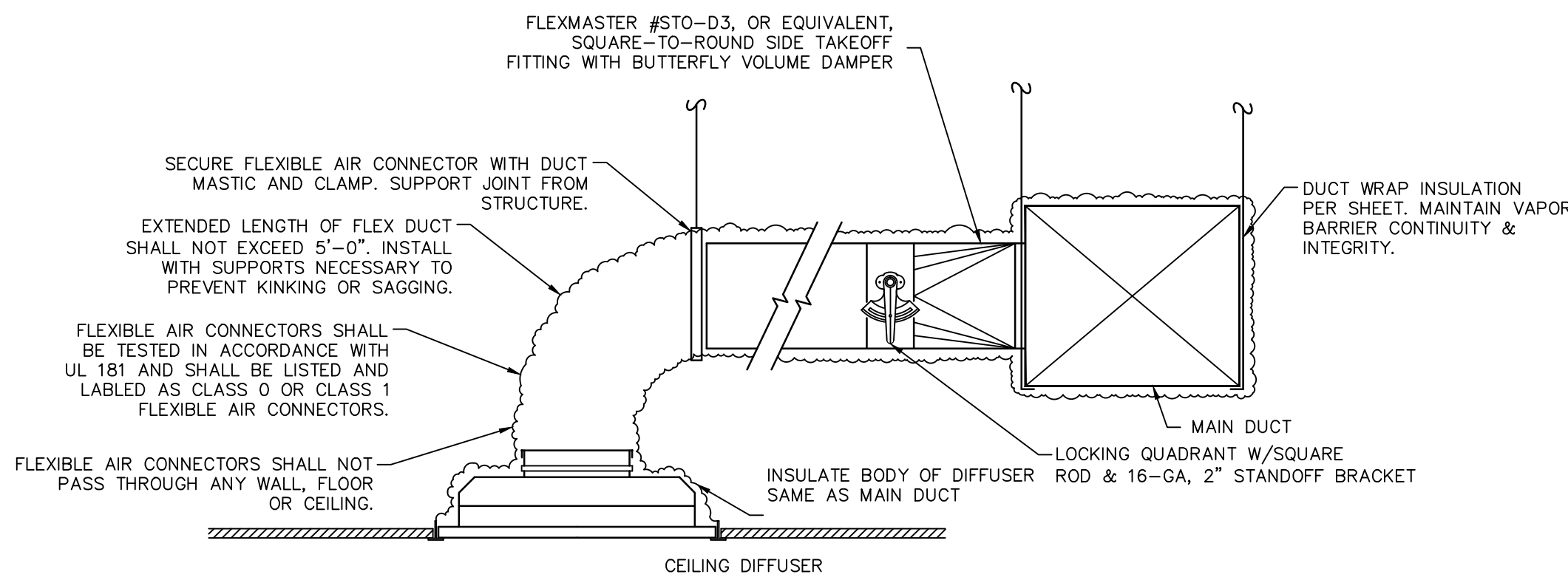
CEILING FAN WITH WALL CAP DETAIL

SCALE: NONE



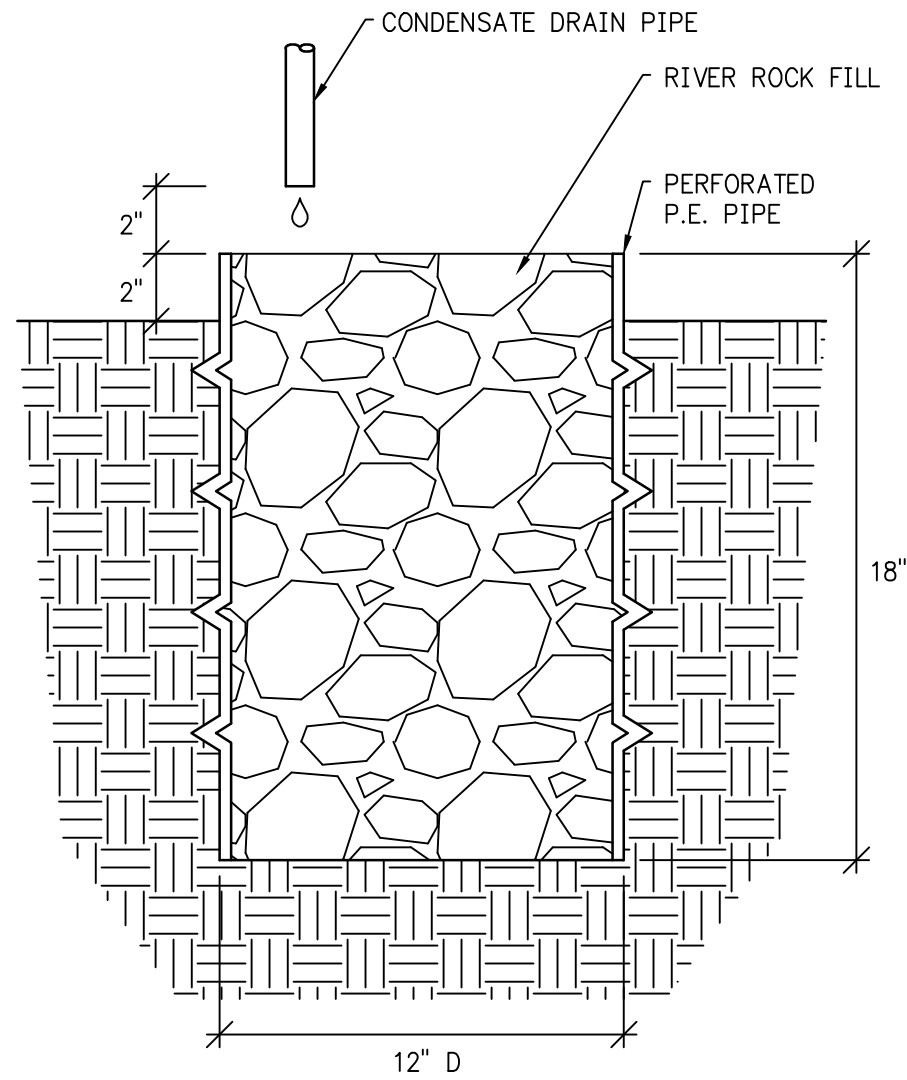
GRADE-MOUNTED OUTDOOR UNIT

SCALE: NONE



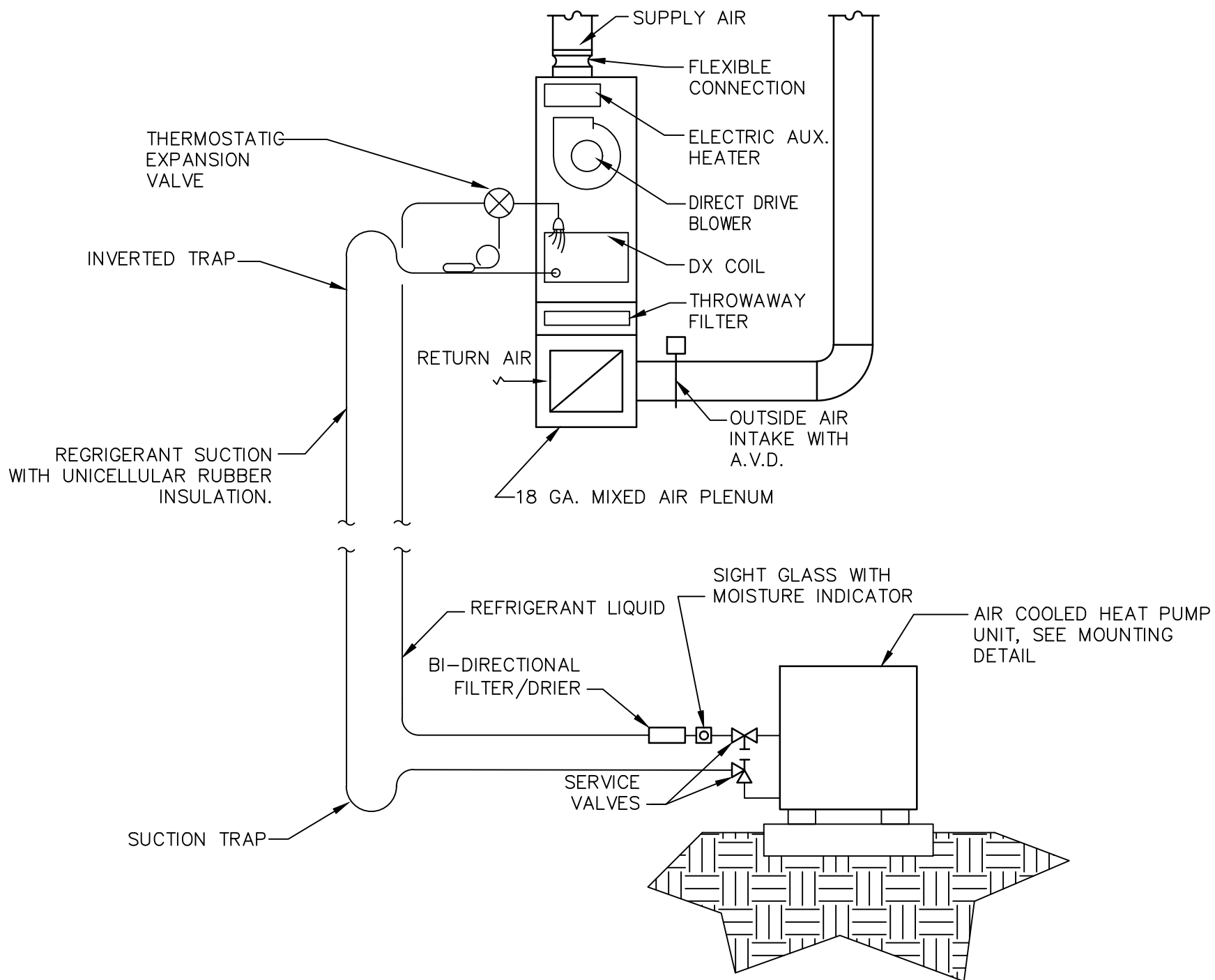
FLEXIBLE AIR CONNECTOR RUN-OUT TO DIFFUSER

SCALE: NONE



FRENCH DRAIN DETAIL

SCALE: NONE



SPLIT SYSTEM HEAT PUMP DIAGRAM

SCALE: NONE

NOTES

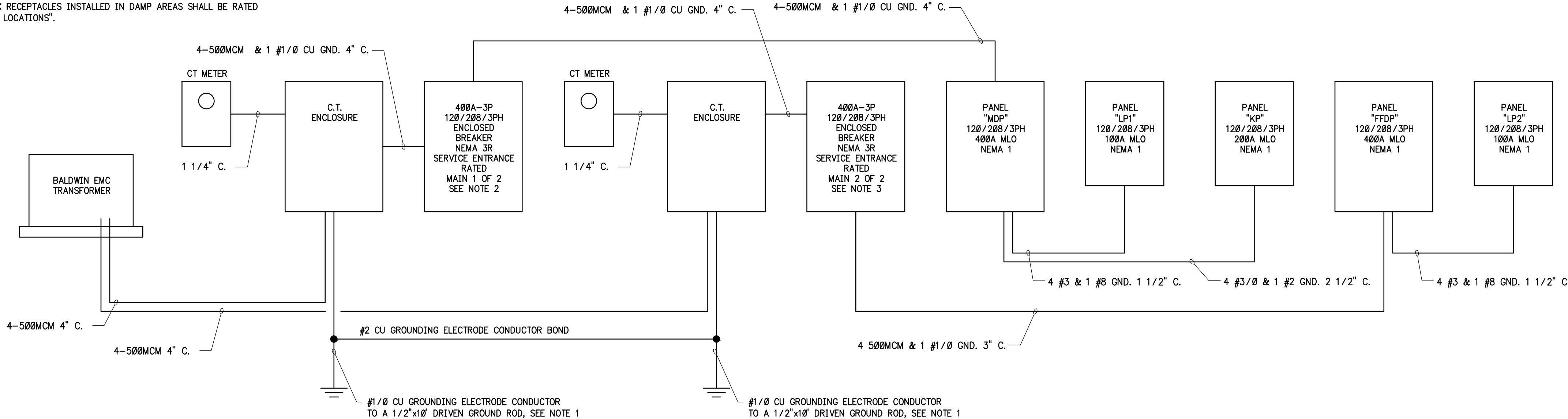
1. INSTALLATION SHALL COMPLY WITH NATIONAL ELECTRICAL CODE, STATE BUILDING CODE AND ALL REQUIREMENTS OF THE LOCAL INSPECTOR (FURNISH INSPECTION CERTIFICATE). ALL WORK SHALL BE BY LICENSED ELECTRICAL CONTRACTOR.
2. ALL BRANCH CIRCUITS SHALL BE IN ZINC-COATED EMT OR RIGID CONDUIT AS PERMITTED BY THE NATIONAL ELECTRICAL CODE. SCHEDULE 40 PVC CONDUIT MAY BE USED ONLY FOR THE SECONDARY UNDERGROUND SERVICE, THE UNDERGROUND TELEPHONE SERVICE CONDUIT, AND BRANCH CIRCUIT TELEPHONE SYSTEM CONDUITS LOCATED BELOW THE FLOOR SLAB ON GRADE OR BURIED ON THE EXTERIOR OF THE BUILDING, OR IN CONCRETE BLOCK WALLS. ALL CONDUIT SHALL BE 1/2" MIN. SIZE. EMT FITTINGS SHALL BE STEEL COMPRESSION TYPE.
3. ALL CONDUCTORS SHALL BE COPPER TYPE THHN OR THWN SOLID FOR #10 AWG OR #12 AWG AND STRANDED FOR ALL LARGER SIZES.
4. ALL WIRING SHALL BE CONCEALED IN WALLS, UNDER SLAB OR ABOVE SUSPENDED CEILING SPACE.
5. CONDUITS MAY BE RUN EXPOSED IN MECHANICAL AREAS. CONDUITS SHALL BE RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS AND SHALL BE RUN IN GROUPS. SEAL ALL PENETRATIONS AIR TIGHT AROUND ALL CONDUITS WHEN PASSING INTO MECHANICAL ROOMS.
6. ALL LIGHT FIXTURES SHALL BE SUPPORTED INDEPENDENTLY OF THE CEILING SYSTEM. 2x4 TROFFERS SHALL BE SUPPORTED WITH CABLE FROM ALL FOUR CORNERS.
7. FOR HOME RUNS ON 20 AMP CIRCUITS EXCEEDING FIFTY (50) FEET FROM THE PANEL BOARD, USE #10 AWG MIN.
8. ALL MOUNTING HEIGHTS ARE GIVEN TO THE BOTTOM OF THE DEVICE UNLESS NOTED OTHERWISE.
9. THE LOCATION OF ALL WALL MOUNTED DEVICES, INCLUDING MOUNTING HEIGHTS, SHALL BE FIELD VERIFIED WITH THE ARCHITECT PRIOR TO INSTALLATION.
10. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY DISCONNECTS, SWITCHES AND RECEPTACLES UNDER THE ELECTRICAL BID AND SHALL INCLUDE ALL NECESSARY CIRCUITS AND FINAL CONNECTIONS TO THE EQUIPMENT PROVIDED BY ALL SUPPLIERS, UNLESS NOTED OTHERWISE BY OTHER DISCIPLINES.
11. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED SO THAT ALL CODE REQUIRED AND MANUFACTURER RECOMMENDED SERVICING CLEARANCES ARE MAINTAINED.
12. BIDDING CONTRACTORS MUST VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS, AND OBTAIN WRITTEN COPIES OF ALL REFERENCED CODES AND ORDINANCES PRIOR TO SUBMITTING BIDS. NO ALLOWANCE WILL BE MADE FOR ADVERSE CONDITIONS WHICH WERE ASCERTAINABLE PRIOR TO BID TIME.
13. GROUND TELEPHONE EQUIPMENT TO THE ELECTRICAL SERVICE GROUNDING SYSTEM PER N.E.C.
14. OBTAIN INFORMATION REGARDING THE ROUGH-IN AND FINAL CONNECTION REQUIREMENTS FOR EQUIPMENT TO BE PROVIDED BY THE OWNER OF OTHER CONTRACTORS PRIOR TO COMMENCING WORK.
15. PROVIDE PULL WIRE IN ALL EMPTY CONDUIT.
16. ALL BUSING AND WINDINGS SHALL BE COPPER.
17. ALL CIRCUIT BREAKERS IN PANEL SHALL BE SERIES RATED WITH MAIN BREAKER OR FULLY RATED FOR THE SYSTEM.
18. THE ELECTRICAL CONTRACTOR SHALL COORDINATE AND VERIFY THE ELECTRICAL SERVICE ARRANGEMENTS WITH THE LOCAL POWER COMPANY AND WITH OWNER SUPPLIED SITE PLAN. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT FOR A COMPLETE INSTALLATION.
19. CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SITE AS DETERMINED BY THE LOCAL UTILITY. E.C. SHALL COORDINATE WITH LOCAL UTILITY BEFORE STARTING WORK.
20. ALL BUILDING SYSTEM GROUND RODS SHALL BE BONDED TOGETHER TO FORM A SINGLE GROUNDING SYSTEM. GROUNDING SYSTEM SHALL COMPLY WITH N.E.C. ARTICLE 250.
21. THE WORD "PROVIDE" MEANS FURNISH AND INSTALL.
22. MC CABLE IS ALLOWED IN OFFICE WALLS AND FOR FINAL CONNECTIONS TO EQUIPMENT. FINAL CONNECTION TO EQUIPMENT IS LIMITED TO 72" MAXIMUM LENGTH.
23. THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND REVIEW THE MECHANICAL AND SPECIAL EQUIPMENT SUBMITTALS PRIOR TO SUBMITTING THE ELECTRICAL SUBMITTALS. ANY ELECTICAL EQUIPMENT, CONDUIT, AND WIRE SIZE CHANGES RESULTING FROM THIS REVIEW SHALL ALSO BE SUBMITTED FOR APPROVAL.
24. THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, AND SHALL REPLACE WITHOUT ADDITIONAL COST, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, (ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED) WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.
25. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL FITTING AND NECESSARY EQUIPMENT FOR LIGHT FIXTURE MOUNTING, AND INSTALLATION.
26. ALL FIRE BARRIERS PENETRATIONS SHALL BE SEALED WITH APPROVED FIRE SEALANT.
27. NOT USED.
28. ALL BREAKERS SERVING APPLIANCES SHALL NOT EXCEED THE RATING MARKED ON APPLIANCE NAMEPLATE. APPLIANCE NAMEPLATES SHALL BE VERIFIED DURING THE SUBMITTAL PROCESS PRIOR TO ANY ROUGH-IN ACTIVITIES.
29. ALL CIRCUIT BREAKERS SERVING APPLIANCES OR DEVICES UNDER KITCHEN HOOD SHALL HAVE SHUNT TRIP TYPE BREAKERS CONTROLLED BY HOOD ANSUL SYSTEM.

LEGEND

- DUPLEX RECEPTACLE - 20 AMP, 125V. HEAVY DUTY. HUBBELL MODEL HBL5362W, MTD. 16" A.F.F. UNLESS NOTED, WITH MATCHING FACEPLATE.
- DUPLEX RECEPTACLE - HUBBELL MODEL GF5362W, WITH GROUND FAULT INTERRUPT, MTD. 16" A.F.F. UNLESS NOTED, WITH WEATHER-PROOF CAST ALUMINUM COVER.
- DUPLEX RECEPTACLE - HUBBELL MODEL GF5362W, WITH GROUND FAULT INTERRUPT, MTD. 16" A.F.F. UNLESS NOTED, WITH MATCHING FACEPLATE.
- 20A-1P TOGGLE SWITCH, HEAVY DUTY, HUBBELL MODEL HBL1221W. WHITE COLOR, MOUNTED 48" A.F.F. W/ MATCHING FACEPLATE.
- 20 AMP THREE WAY TOGGLE SWITCH, HEAVY DUTY, HUBBELL MODEL HBL1223W. WHITE COLOR, MOUNTED 48" A.F.F. W/ MATCHING FACEPLATE.
- 1500W 120V .AC SLIDE DIMMER, HUBBELL MODEL 6453W. WHITE COLOR, MOUNTED 48" A.F.F. W/ MATCHING FACEPLATE.
- MOTOR RATED 20A TOGGLE SWITCH FOR USE AS DISCONNECT. WEATHER-PROOF WHERE REQUIRED.
- MOTOR RATED 20A 2 POLE 240V. TOGGLE SWITCH FOR USE AS DISCONNECT. WEATHER-PROOF WHERE REQUIRED.
- WALL MOUNTED TELEPHONE OUTLET, MOUNTED 44" A.F.F. RUN (1) CAT 6 CABLE FROM RECEPTACLE TO BACKBOARD IN OFFICE ROOM
- CABLE TV OUTLET BOX MTD. 16" A.F.F. UNLESS NOTED. FLUSH MOUNTED 1 GANG WALL BOX. CONTRACTOR TO RUN CO-AX FROM OUTLET TO BACKBOARD IN OFFICE. ROOM
- VOICE/DATA RECEPTACLE, (2) VOICE, (2) DATA MOUNTED 16" A.F.F. RUN (4) CAT 6 CABLE FROM RECEPTACLE TO BACKBOARD IN OFFICE. ROOM
- EXHAUST FAN
- LIGHTING FIXTURE, SEE FIXTURE SCHEDULE
- JUNCTION BOX LOCATION MOUNTED AS NOTED ON DRAWING, SIZED AS REQUIRED BY EQUIPMENT BEING SERVED.
- DISCONNECT SWITCH, SIZE AND TYPE AS NOTED.
- HOME RUN CONDUIT, CIRCUIT NUMBER AS INDICATED ON DRAWINGS, HASHMARKS INDICATE HOT NEUTRAL AND GROUND.
- CONDUIT RUN IN FLOOR OR SLAB.
- CONDUIT RUN IN WALLS OR CEILING.
- HOSPITAL GRADE DUPLEX RECEPTACLE - 20 AMP, 125V. HEAVY DUTY. HUBBELL MODEL HBL6200W, MTD. 16" A.F.F. UNLESS NOTED, WITH MATCHING FACEPLATE.
- HOSPITAL GRADE RED COLORED DUPLEX RECEPTACLE - 20 AMP, 125V. HEAVY DUTY. HUBBELL MODEL HBL6200R, MTD. 16" A.F.F. UNLESS NOTED, WITH MATCHING FACEPLATE.

NOTE:

ALL DUPLEX RECEPTACLES INSTALLED IN DAMP AREAS SHALL BE RATED FOR "DAMP LOCATIONS".



RISER DIAGRAM

- NOTE:
1. PER NEC ARTICLE 250 SECTION III 250.50 ALL GROUNDING ELECTRODES AS DESCRIBED IN 250.52(A)(1) THROUGH (A)(6) THAT ARE AT EACH BUILDING OR STRUCTURE SERVED SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM. WHERE NONE OF THESE GROUNDING ELECTRODES EXIST, ONE OR MORE OF THE GROUNDING ELECTRODES SPECIFIED IN 250.52(A)(4) THROUGH (A)(7) SHALL BE INSTALLED AND USED.
2. PROVIDE PHENOLIC TAG READING "MAIN 1 OF 2". 3/16" LETTERS MIN.
3. PROVIDE PHENOLIC TAG READING "MAIN 2 OF 2". 3/16" LETTERS MIN.

LIGHTING FIXTURE SCHEDULE

MARK	TYPE	VOLT	WATTS	LAMP	BRAND & CATALOG NO.
D1	RECESSED ROUND LED DOWNLIGHT WITH DIMMING CAPABILITIES	120	17.3	1100 LUMEN 3000K	PRESCOLITE LF4LED-120-4LFLED5-30K-WT-B24
F1	2x2 RECESSED FLUORESCENT TROFFER	120	40	2-F14WT5 3000K	COLUMBIA ST8-22-214-G-FA-A12-120-EP-LAMPS
F2	2x4 RECESSED FLUORESCENT TROFFER	120	120	2-F54T5HO 3000K	COLUMBIA ST824-254-FA-A12-120-EP-LAMPS
KF	2x4 RECESSED FLUORESCENT TROFFER W/TRIPLE GASKETING	120	120	2-F54T5HO 3000K	COLUMBIA ST824-254-FA-A12-120-EP-LAMPS-TRIPLE GASKET
SW	4 FOOT FLUORESCENT SURFACE WRAP	120	120	2-F28T5 3000K	COLUMBIA WC42-228-EP-120V
HB	SURFACE MOUNTED ENCLOSED FLUORESCENT MOUNT TO STRUCTURE OR CHAIN HUNG	120	120	4-F54T5HO 3000K	COLUMBIA XPSW4-5-454-CA-GW-NOTE-LAMPS NOTE:PROVIDE (2) 2-LAMP BALLAST FOR DOUBLE SWITCHING. ORDER MOUNTING BRACKETS OR CABLE FOR CABLE HUNG AS DETERMINED.
P1	16" DIA. PENDENT RADIAL RLM DOME FINISH PER ARCHITECT WITH DIMMABLE LED LAMP	120	11	1-1100 LUMEN LED, 2700K CREE A19	ANP R916-2ST12-INC100-100GLCL-40
W1	16" DIA. PENDENT RADIAL RLM DOME FINISH PER ARCHITECT	120	50	1-42PLT 3000K	ANP R916-E12-42WPL-RTC-40-EMERGENCY BALLAST
W2	8" DIA. WALL MOUNTED RLM DOME FINISH PER ARCHITECT WITH DIMMABLE LED LAMP	120	11	1-1100 LUMEN LED, 2700K CREE A19	ANP WM1926-E8-INC70-100GLCL-49
EM	EMERGENCY LIGHT BLACK POLYCARBONATE	120	25	MR16	DUAL LITE MODEL: LZ-210-D-B
EX	UNIVERSAL MOUNTING EXIT SIGN WITH BATTERY PACK	120	25	LED	DUAL LITE MODEL: LED1EMGWV NUMBER OF FACES ARROWS PER DRAWINGS
CF	OUTDOOR WET LOCATION CEILING FAN BLACK FINISH	120	100	N/A	KICHLER 339515SBK

"EM" INDICATES PROVIDE EMERGENCY BATTERY BALLAST. COORDINATE WHICH UNITS REQUIRE EMERGENCY AND WITH MANUFACTURER FOR AVAILABILITY.

"NL" INDICATES NIGHT LIGHT, FIXTURE SHALL BE UNSWITCHED.

NOTE: PROVIDE LIGHTING FIXTURE SUBMITTALS TO ARCHITECT AND ENGINEER FOR APPROVAL PRIOR TO ORDERING.



TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: SS
CHECKED: SMM
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:

E1.1

LEGEND, NOTES,
SCHEDULES & RISER



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PHONE: 251-968-7222

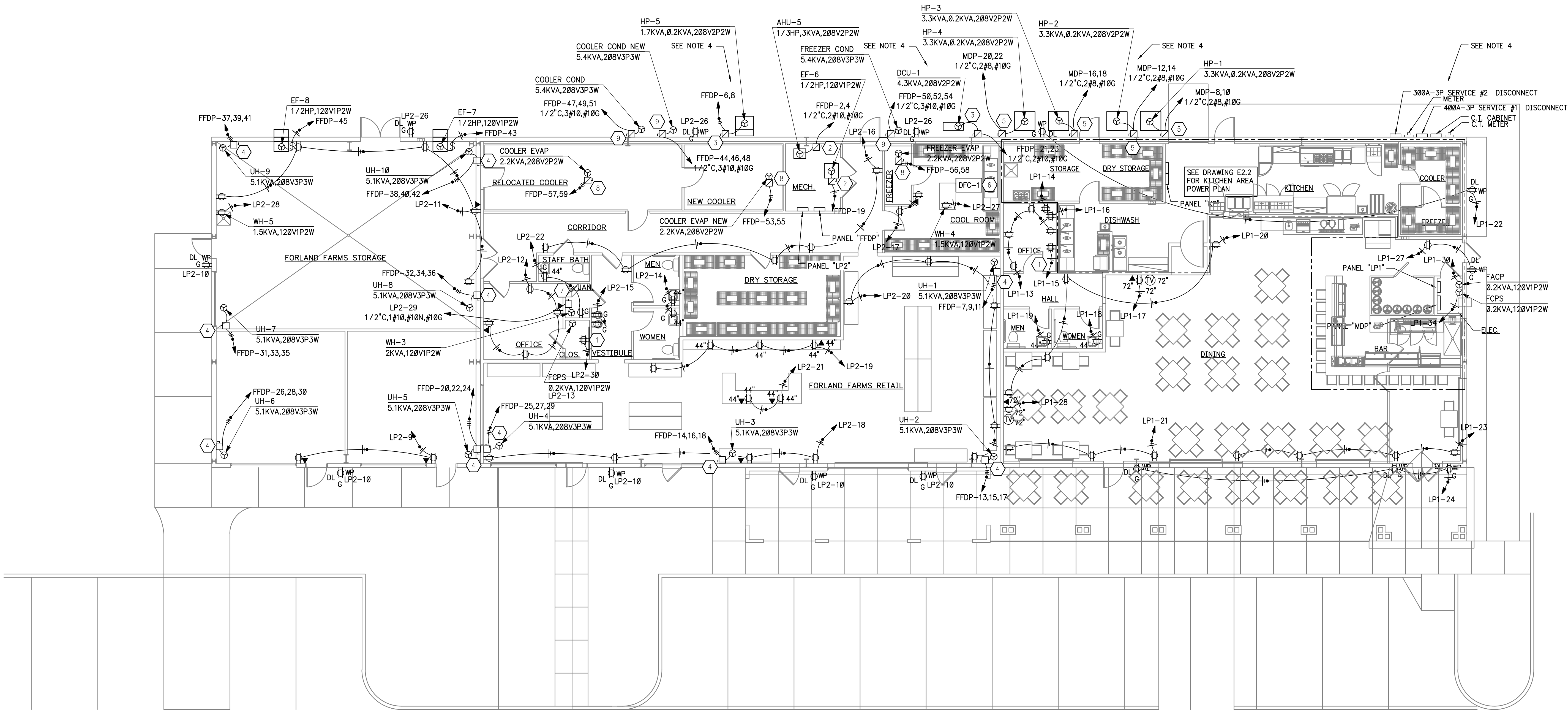


TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: SS
CHECKED: SMM
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:

E2.1
POWER PLAN

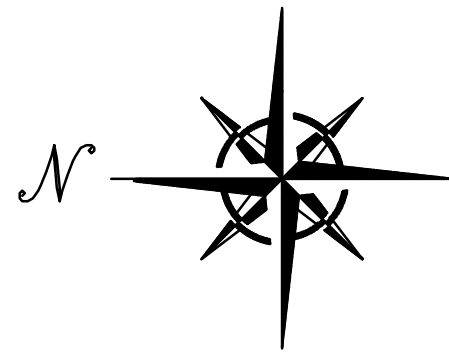


GENERAL NOTES:

1. TV OUTLETS AND RECEPTACLES SHOWN MOUNTED AT 72" AFF, CONFIRM WITH OWNER MOUNTING HEIGHT PRIOR TO ROUGH-IN.
2. COORDINATE REQUIRED LOCATION OF RECEPTACLES SERVING WATER HEATERS IN FIELD PRIOR TO ROUGH-IN.
3. COORDINATE ALL ASPECTS OF TELEPHONE/CABLE TV REQUIREMENTS FOR POWER, CONDUIT ETC. WITH UTILITY COMPANIES. E.C. RESPONSIBLE FOR PAYING COST AND PROVIDING A COMPLETE WORKING SYSTEM.
4. WARNING UNDERGROUND PLUMBING PIPING AND EQUIPMENT IS LOCATED THE LENGTH OF THE EAST EXTERIOR WALL, COORDINATE ALL UNDERGROUND WORK WITH PLUMBING AND MECHANICAL CONTRACTORS.

KEYED NOTES:

- 1 48"x48"x3/4" PLYWOOD TELEPHONE BACKBOARD, PROVIDE #6 CU GROUNDING CONDUCTOR FROM BACKBOARD TO SERVICE ENTRANCE POINT GROUNDING BUS.
- 2 30A-2P, NEMA 1, FUSIBLE DISCONNECT
- 3 30A-2P, NEMA 3R, FUSIBLE DISCONNECT
- 4 30A-3P, NEMA 1 DISCONNECT
- 5 60A-2P, NEMA 3R, FUSIBLE DISCONNECT
- 6 DFU-1 IS POWERED FROM DCU-1, INSTALL 2#12, & 1 #12 GND 1/2" C. FROM DCU-1 TO DFU-1.
- 7 30A-1P, NEMA 1, NON FUSIBLE DISCONNECT
- 8 30A-2P, NEMA 4, FUSIBLE DISCONNECT
- 9 30A-3P, NEMA 3R, FUSIBLE DISCONNECT



1 POWER PLAN
SCALE: 1/8" = 1'-0"



TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: SS
CHECKED: SMM
DATE: 6.20.14
REVISION:

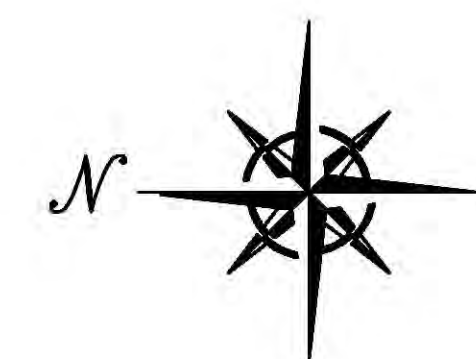
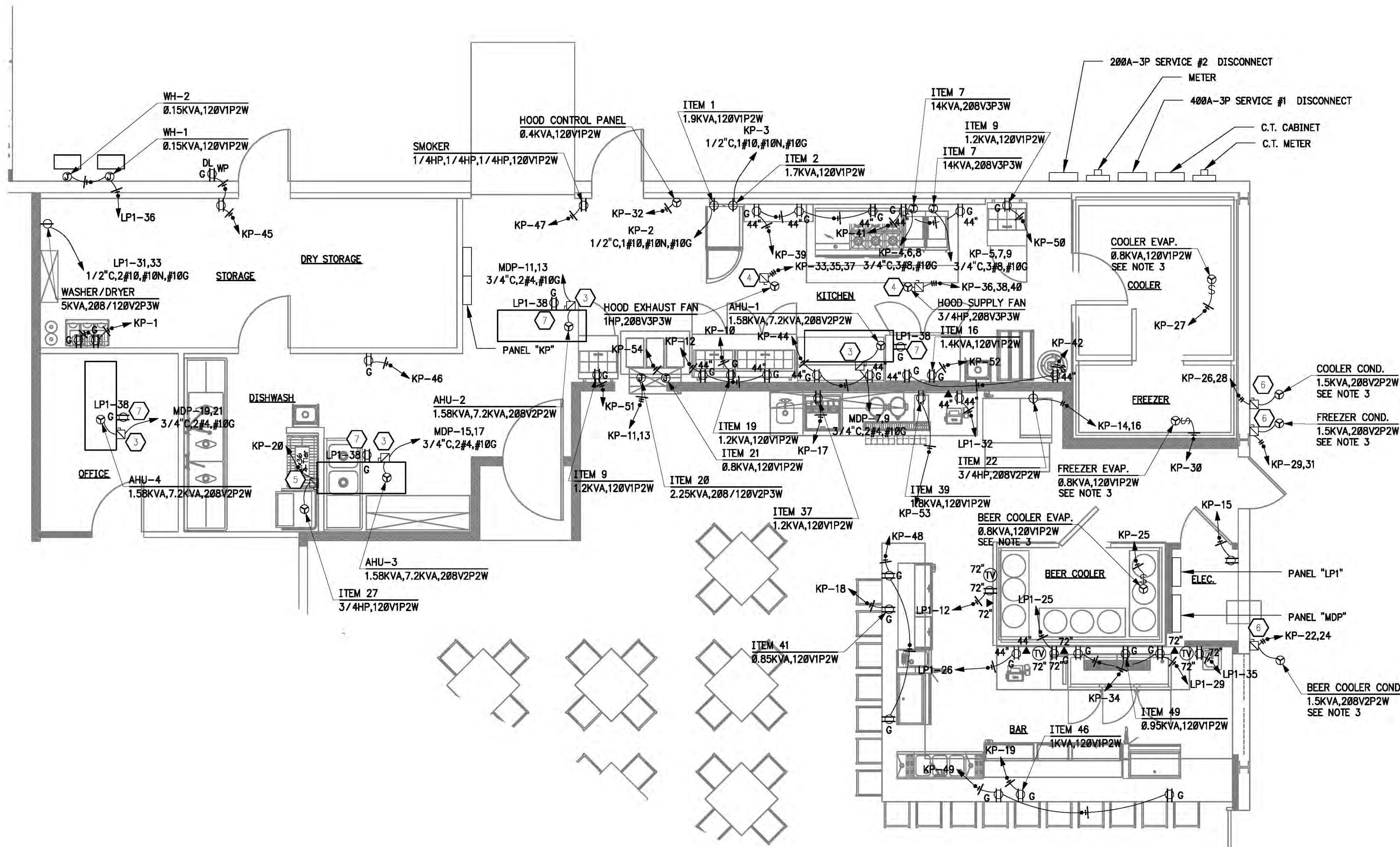
SCALE:
SHEET NO.:
E2.2
POWER PLAN
ENLARGED

KEYED NOTES:

- 1 48"x48"x3/4" PLYWOOD TELEPHONE BACKBOARD, PROVIDE #6 CU GROUNDING CONDUCTOR FROM BACKBOARD TO SERVICE ENTRANCE POINT GROUNDING BUS.
- 2 60A-2P, NEMA 3R, FUSIBLE DISCONNECT.
- 3 60A-2P, NEMA 1 FUSIBLE DISCONNECT.
- 4 30A-3P, NEMA 3R, FUSIBLE DISCONNECT. NOTE THAT CONDUCTORS SERVING HOOD FAN SHALL BE ROUTED THRU HOOD CONTROL PANEL, CONNECT TO ASSIGNED MOTOR CONTACTOR FOR CONTROL OF FAN.
- 5 30A-1P, NEMA 1 FUSIBLE DISCONNECT.
- 6 30A-2P, NEMA 3R, FUSIBLE DISCONNECT.
- 7 RECEPTACLE MOUNTED ABOVE CEILING AT AHU FOR MAINTENANCE LIGHT AND TOOL.

GENERAL NOTES:

1. ALL 120V RECEPTACLES LOCATED IN KITCHEN AND BAR SHALL BE TYPE GFCI.
2. VERIFY ALL SIZES AND MOUNTING HEIGHTS FOR RECEPTACLES, J-BOXES, AND DISCONNECTS FOR ALL KITCHEN EQUIPMENT CIRCUITS PRIOR TO ROUGH IN.
3. CIRCUITS FOR WALK-IN COOLER, WALK IN FREEZER, AND BEER COOLER REFRIGERATION EQUIPMENT ARE ESTIMATED. CIRCUIT BREAKER RATING, WIRE SIZE, AND DISCONNECTING MEANS SIZES SHALL ALL BE COORDINATED WITH REFRIGERATION SUPPLIER PRIOR TO ANY ROUGH IN ACTIVITIES. DISCREPANCIES SHOULD BE RESOLVED WITH OWNER.
4. TV OUTLETS AND RECEPTACLES SHOWN MOUNTED AT 72" AFF, CONFIRM WITH OWNER MOUNTING HEIGHT PRIOR TO ROUGH-IN.



1 KITCHEN POWER PLAN

SCALE: 1/4" = 1'-0"

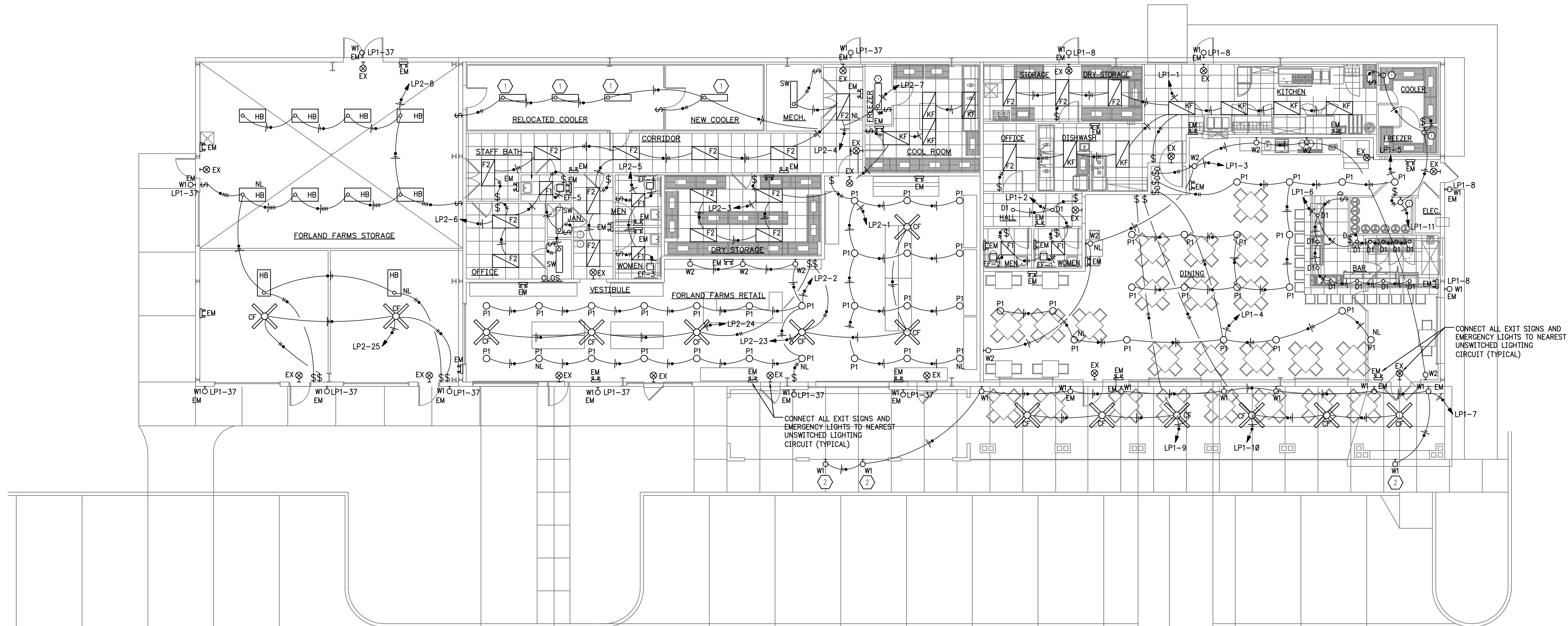
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: SS
CHECKED: SMM
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:

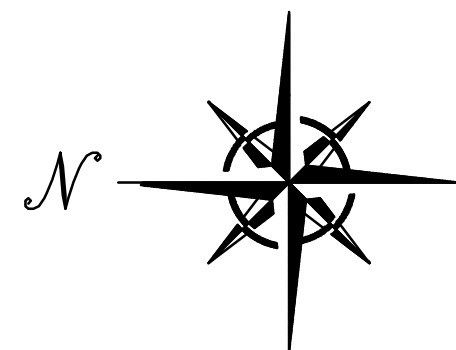
E3.1

LIGHTING PLAN



KEYED NOTES:

- ① LIGHT SUPPLIED WITH REFRIGERATION EQUIPMENT, CONDUIT AND WIRING BY E.C.
② THIS FIXTURE TO ILLUMINATE BUILDING MOUNTED SIGN, COORDINATE MOUNTING HEIGHT AND LOCATION IN FIELD PRIOR TO ROUGH-IN.



1 LIGHTING PLAN
SCALE: 1/8" = 1'-0"

MDP

ROOM			VOLTS 208Y/120V 3P 4W			AIC 22,000		
MOUNTING FLUSH			BUS AMPS 400			MAIN BKR MLO		
FED FROM UTILITY			NEUTRAL 100%			LUGS STANDARD		
NOTE								
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	
1	200/3	65	PANEL KP	a 2	100/3	19.6	PANEL LP1	
3				b 4				
5				c 6				
7	60/2	8.78	AHU-1	a 8	35/2	3.5	HP-1	
9				b 10				
11	60/2	8.78	AHU-2	c 12	35/2	3.5	HP-2	
13				a 14				
15	60/2	8.78	AHU-3	b 16	35/2	3.5	HP-3	
17				c 18				
19	60/2	8.78	AHU-4	a 20	35/2	3.5	HP-4	
21				b 22				
23	20/1	0	SPACE	c 24	20/1	0	SPACE	
25	20/1	0	SPACE	a 26	20/1	0	SPACE	
27	20/1	0	SPACE	b 28	20/1	0	SPACE	
29	20/1	0	SPACE	c 30	20/1	0	SPACE	
31	20/1	0	SPACE	a 32	20/1	0	SPACE	
33	20/1	0	SPACE	b 34	20/1	0	SPACE	
35	20/1	0	SPACE	c 36	20/1	0	SPACE	
37	20/1	0	SPACE	a 38	20/1	0	SPACE	
39	20/1	0	SPACE	b 40	20/1	0	SPACE	
41	20/1	0	SPACE	c 42	20/1	0	SPACE	
		CONN. KVA	CALC. KVA			CONN. KVA	CALC. KVA	
LIGHTING		6.75	8.43 (125%)	CONTINUOUS		0.696	0.87 (125%)	
LARGEST MOTOR		8.78	11 (125%)	HEATING		0	0 (100%)	
OTHER MOTORS		56.4	56.4 (100%)	NONCONTINUOUS		5.7	5.7 (100%)	
RECEPTACLES		11	10.5 (50%>10)	KITCHEN EQUIP		44.5	28.9 (65%)	
				NONCOIN/DIVERSE		0	0 (N/A)	
				TOTAL KVA		134	122	
				BALANCED THREE PHASE AMPS		338		
				PHASE BALANCE PERCENT: PHASE A 110%		PHASE B 103%	PHASE C 87.5%	

FFDP

ROOM			VOLTS 208Y/120V 3P 4W			AIC 22,000		
MOUNTING FLUSH			BUS AMPS 400			MAIN BKR MLO		
FED FROM UTILITY			NEUTRAL 100%			LUGS STANDARD		
NOTE								
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	
1	100/3	20.2	PANEL LP2	a 2	30/2	3.86	AHU-5	
3				b 4				
5				c 6	20/2	1.9	HP-5	
7	20/3	5.1	UH-1	a 8				
9				b 10	20/2	0	SPARE	
11				c 12				
13	20/3	5.1	UH-2	a 14	20/3	5.1	UH-3	
15				b 16				
17				c 18				
19	20/1	1.18	EF-6	a 20	20/3	5.1	UH-5	
21	30/2	4.3	DCU-1	b 22				
23				c 24				
25	20/3	5.1	UH-4	a 26	20/3	5.1	UH-6	
27				b 28				
29				c 30				
31	20/3	5.1	UH-7	a 32	20/3	5.1	UH-8	
33				b 34				
35				c 36				
37	20/3	5.1	UH-9	a 38	20/3	5.1	UH-10	
39				b 40				
41				c 42				
43	20/1	1.18	EF-7	a 44	30/3	5.4	COOLER COND NEW (NOTE 1)	
45	20/1	1.18	EF-8	b 46				
47	30/3	5.4	COOLER COND (NOTE 1)	c 48				
49				a 50	30/3	5.4	FREEZER COND (NOTE 1)	
51				b 52				
53	20/2	2.2	COOLER EVAP NEW (NOTE 1)	a 54				
55				b 56	20/2	2.2	FREEZER EVAP (NOTE 1)	
57	20/2	2.2	COOLER EVAP (NOTE 1)	c 58				
59				a 60	20/1	0	SPARE	
CONN. KVA			CALC. KVA	CONN. KVA			CALC. KVA	
LIGHTING			6.38	7.97 (125%)	CONTINUOUS			0 (125%)
LARGEST MOTOR			5.4	6.75 (125%)	HEATING			63.3 (100%)
OTHER MOTORS			23.9	23.9 (100%)	NONCONTINUOUS			0 (100%)
RECEPTACLES			8.64	8.64 (50%>10)	KITCHEN EQUIP			0 (N/A)
					NONCOIN/DIVERSE			0 (N/A)
					TOTAL KVA			108 111
					BALANCED THREE PHASE AMPS			307
					PHASE BALANCE PERCENT: PHASE A 102%			PHASE B 104% PHASE C 94.3%

GENERAL NOTES:

1. LOADS FOR REFRIGERATION EQUIPMENT ARE ESTIMATED. CONTRACTOR TO VERIFY REQUIREMENTS WITH EQUIPMENT SUPPLIER PRIOR TO ORDERING BREAKERS, DISCONNECTS, FUSES, CONDUIT AND CONDUCTORS.

LP1									
ROOM			VOLTS 208Y/120V 3P 4W				AIC 22,000		
MOUNTING FLUSH			BUS AMPS 100				MAIN BKR MLO		
FED FROM MDP			NEUTRAL 100%				LUGS STANDARD		
NOTE (*) PROVIDE PE CELL/CONTACTOR CONTROL FOR THESE CIRCUITS, PROVIDE HOA ON CONTACTOR									
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION		
1	20/1	0.976	LIGHTING	a 2	20/1	0.37	LIGHTING		
3	20/1	0.45	LIGHTING	b 4	20/1	0.6	LIGHTING		
5	20/1	0.9	LIGHTING	c 6	20/1	0.9	LIGHTING		
7	20/1	0.75	(*) LIGHTING	a 8	20/1	0.3	(*) LIGHTING		
9	20/1	0.3	LIGHTING	b 10	20/1	0.3	LIGHTING		
11	20/1	0.3	LIGHTING	c 12	20/1	0.18	RECEPTACLE		
13	20/1	0.72	RECEPTACLE	a 14	20/1	0.18	RECEPTACLE		
15	20/1	0.18	RECEPTACLE	b 16	20/1	0.18	RECEPTACLE		
17	20/1	0.18	RECEPTACLE	c 18	20/1	0.18	RECEPTACLE		
19	20/1	0.18	RECEPTACLE	a 20	20/1	0.72	RECEPTACLE		
21	20/1	0.54	RECEPTACLE	b 22	20/1	0.36	RECEPTACLE		
23	20/1	0.72	RECEPTACLE	c 24	20/1	0.54	RECEPTACLE		
25	20/1	0.18	RECEPTACLE	a 26	20/1	0.18	RECEPTACLE		
27	20/1	0.36	RECEPTACLE	b 28	20/1	0.18	RECEPTACLE		
29	20/1	0.36	RECEPTACLE	c 30	20/1	0.2	FACP		
31	30/2	5	WASHER/DRYER	a 32	20/1	0.18	RECEPTACLE		
33				b 34	20/1	0.2	FCPS		
35	20/1	0.18	RECEPTACLE	c 36	20/1	0.3	WH-2, WH-1		
37	20/1	0.6	(*) LIGHTING	a 38	20/1	0.72	RECEPTACLE		
39	20/1	0	SPARE	b 40	20/1	0	SPARE		
41	20/1	0	SPARE	c 42	20/1	0	SPARE		
		CONN. KVA	CALC. KVA			CONN. KVA	CALC. KVA		
LIGHTING		6.75	8.43 (125%)	CONTINUOUS		0	0 (125%)		
LARGEST MOTOR		0.3	0.375 (125%)	HEATING		0	0 (100%)		
OTHER MOTORS		0.4	0.4 (100%)	NONCONTINUOUS		5	5 (100%)		
RECEPTACLES		7.2	7.2 (50%>10)	KITCHEN EQUIP		0	0 (N/A)		
				NONCOIN/DIVERSE		0	0 (N/A)		
				TOTAL KVA		19.6	21.4		
				BALANCED THREE PHASE AMPS		59.4			
				PHASE BALANCE PERCENT: PHASE A 131%		PHASE B 95.1%	PHASE C 74.4%		

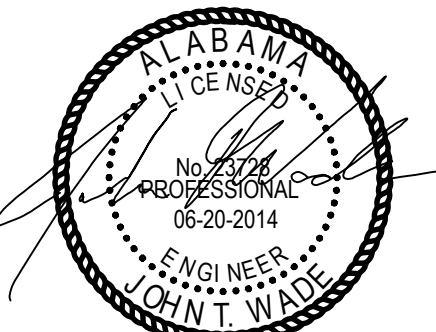
LP2									
ROOM			VOLTS 208Y/120V 3P 4W				AIC 22,000		
MOUNTING FLUSH			BUS AMPS 100				MAIN BKR MLO		
FED FROM FDDP			NEUTRAL 100%				LUGS STANDARD		
NOTE									
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION		
1	20/1	0.9	LIGHTING	a 2	20/1	1.28	LIGHTING		
3	20/1	0.512	LIGHTING	b 4	20/1	0.602	LIGHTING		
5	15/1	0.22	LIGHTING	c 6	15/1	0.418	LIGHTING		
7	20/1	0.6	LIGHTING	a 8	20/1	1.05	LIGHTING		
9	20/1	0.36	RECEPTACLE	b 10	20/1	0.9	RECEPTACLE		
11	20/1	0.9	RECEPTACLE	c 12	20/1	0.72	RECEPTACLE		
13	20/1	0.2	FOPS	a 14	20/1	0.36	RECEPTACLE		
15	20/1	0.36	RECEPTACLE	b 16	20/1	0.9	RECEPTACLE		
17	20/1	0.36	RECEPTACLE	c 18	20/1	0.72	RECEPTACLE		
19	20/1	0.72	RECEPTACLE	a 20	20/1	0.9	RECEPTACLE		
21	20/1	0.36	RECEPTACLE	b 22	20/1	0.36	RECEPTACLE		
23	20/1	0.3	LIGHTING	c 24	20/1	0.3	LIGHTING		
25	20/1	0.2	LIGHTING	a 26	20/1	0.54	RECEPTACLE		
27	20/1	1.5	WH-4	b 28	20/1	1.5	WH-5		
29	30/1	2	WH-3	c 30	20/1	0.18	RECEPTACLE		
31	20/1	0	SPARE	a 32	20/1	0	SPARE		
33	20/1	0	SPARE	b 34	20/1	0	SPARE		
35	20/1	0	SPARE	c 36	20/1	0	SPARE		
37	20/1	0	SPARE	a 38	20/1	0	SPARE		
39	20/1	0	SPARE	b 40	20/1	0	SPARE		
41	20/1	0	SPARE	c 42	20/1	0	SPARE		
		CONN. KVA	CALC. KVA			CONN. KVA	CALC. KVA		
LIGHTING		6.38	7.97 (125%)	CONTINUOUS		0	0 (125%)		
LARGEST MOTOR		0.2	0.25 (125%)	HEATING		5	5 (100%)		
OTHER MOTORS		0	0 (100%)	NONCONTINUOUS		0	0 (100%)		
RECEPTACLES		8.64	8.64 (50%>10)	KITCHEN EQUIP		0	0 (N/A)		
				NONCOIN/DIVERSE		0	0 (N/A)		
				TOTAL KVA		20.2	21.9		
				BALANCED THREE PHASE AMPS		60.7			
				PHASE BALANCE PERCENT: PHASE A 100%		PHASE B 109%	PHASE C 90.8%		

LP2

ROOM			VOLTS 208Y/120V 3P 4W			AIC 22,000			
MOUNTING FLUSH			BUS AMPS 100			MAIN BKR MLO			
FED FROM FFDP			NEUTRAL 100%			LUGS STANDARD			
NOTE									
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION		
1	20/1	0.9	LIGHTING	a 2	20/1	1.28	LIGHTING		
3	20/1	0.512	LIGHTING	b 4	20/1	0.602	LIGHTING		
5	15/1	0.22	LIGHTING	c 6	15/1	0.418	LIGHTING		
7	20/1	0.6	LIGHTING	d 8	20/1	1.05	LIGHTING		
9	20/1	0.36	RECEPTACLE	b 10	20/1	0.9	RECEPTACLE		
11	20/1	0.9	RECEPTACLE	c 12	20/1	0.72	RECEPTACLE		
13	20/1	0.2	FOPS	a 14	20/1	0.36	RECEPTACLE		
15	20/1	0.36	RECEPTACLE	b 16	20/1	0.9	RECEPTACLE		
17	20/1	0.36	RECEPTACLE	c 18	20/1	0.72	RECEPTACLE		
19	20/1	0.72	RECEPTACLE	a 20	20/1	0.9	RECEPTACLE		
21	20/1	0.36	RECEPTACLE	b 22	20/1	0.36	RECEPTACLE		
23	20/1	0.3	LIGHTING	c 24	20/1	0.3	LIGHTING		
25	20/1	0.2	LIGHTING	a 26	20/1	0.54	RECEPTACLE		
27	20/1	1.5	WH-4	b 28	20/1	1.5	WH-5		
29	30/1	2	WH-3	c 30	20/1	0.18	RECEPTACLE		
31	20/1	0	SPARE	a 32	20/1	0	SPARE		
33	20/1	0	SPARE	b 34	20/1	0	SPARE		
35	20/1	0	SPARE	c 36	20/1	0	SPARE		
37	20/1	0	SPARE	a 38	20/1	0	SPARE		
39	20/1	0	SPARE	b 40	20/1	0	SPARE		
41	20/1	0	SPARE	c 42	20/1	0	SPARE		
CONN. KVA			CALC. KVA	CONN. KVA			CALC. KVA		
LIGHTING			6.38	7.97 (125%)	CONTINUOUS			0	0 (125%)
LARGEST MOTOR			0.2	0.25 (125%)	HEATING			5	5 (100%)
OTHER MOTORS			0	0 (100%)	NONCONTINUOUS			0	0 (100%)
RECEPTACLES			8.64	8.64 (100%>101)	KITCHEN EQUIP			0	0 (N/A)
					NONCON/DIVERSE			0	0 (N/A)
					TOTAL KVA			20.2	21.9
					BALANCED THREE PHASE AMPS			60.7	
					PHASE A 100%			PHASE B 109%	PHASE C 90.8%



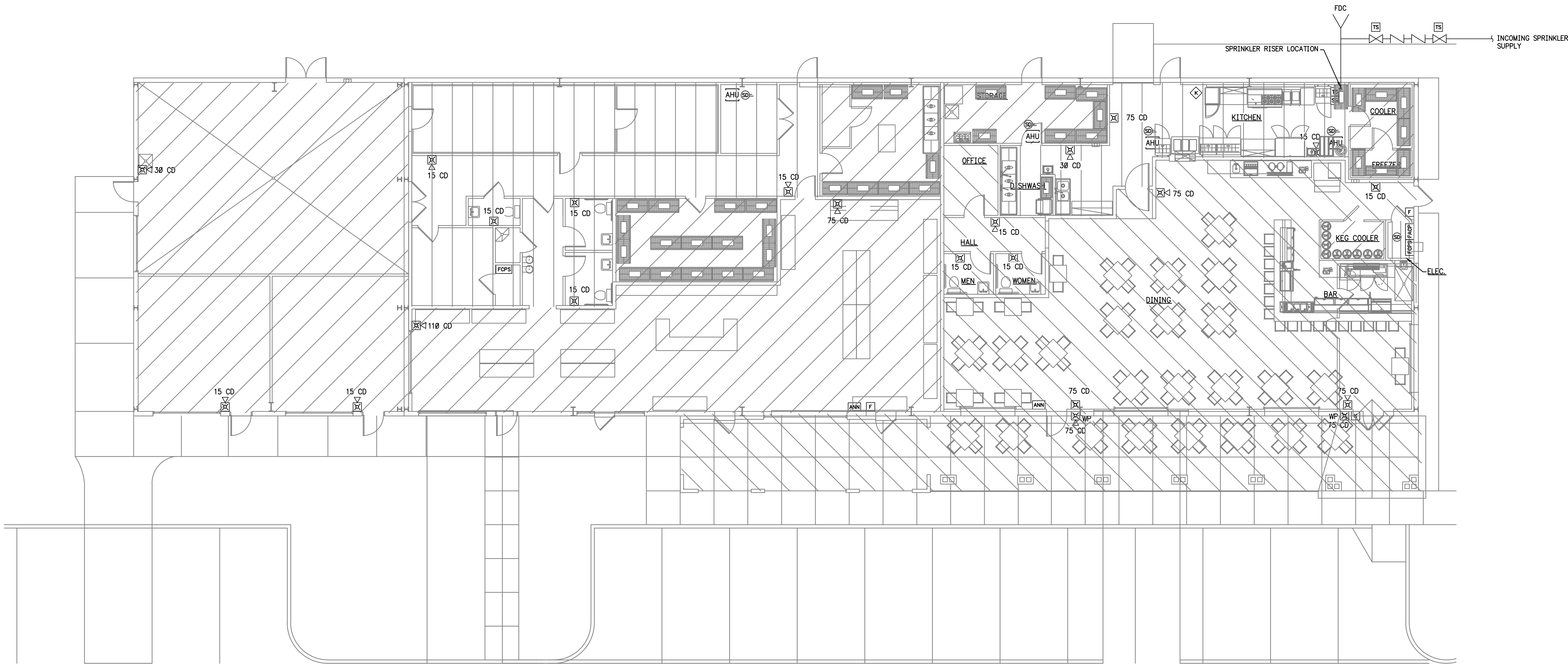
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36547-6310
PHONE: 251-968-7222




TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

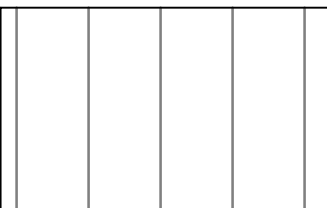
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REVISION:

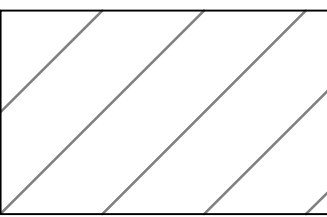
SCALE:
SHEET NO.:
F1.1
FIRE PROTECTION PLAN



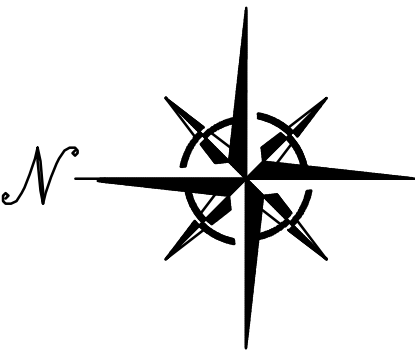
LEGEND

- 

LH 0.1/1500 SQ. FT.
- 

OH1 0.15/1500 SQ. FT.
- 

OH2 0.2/1500 SQ. FT.



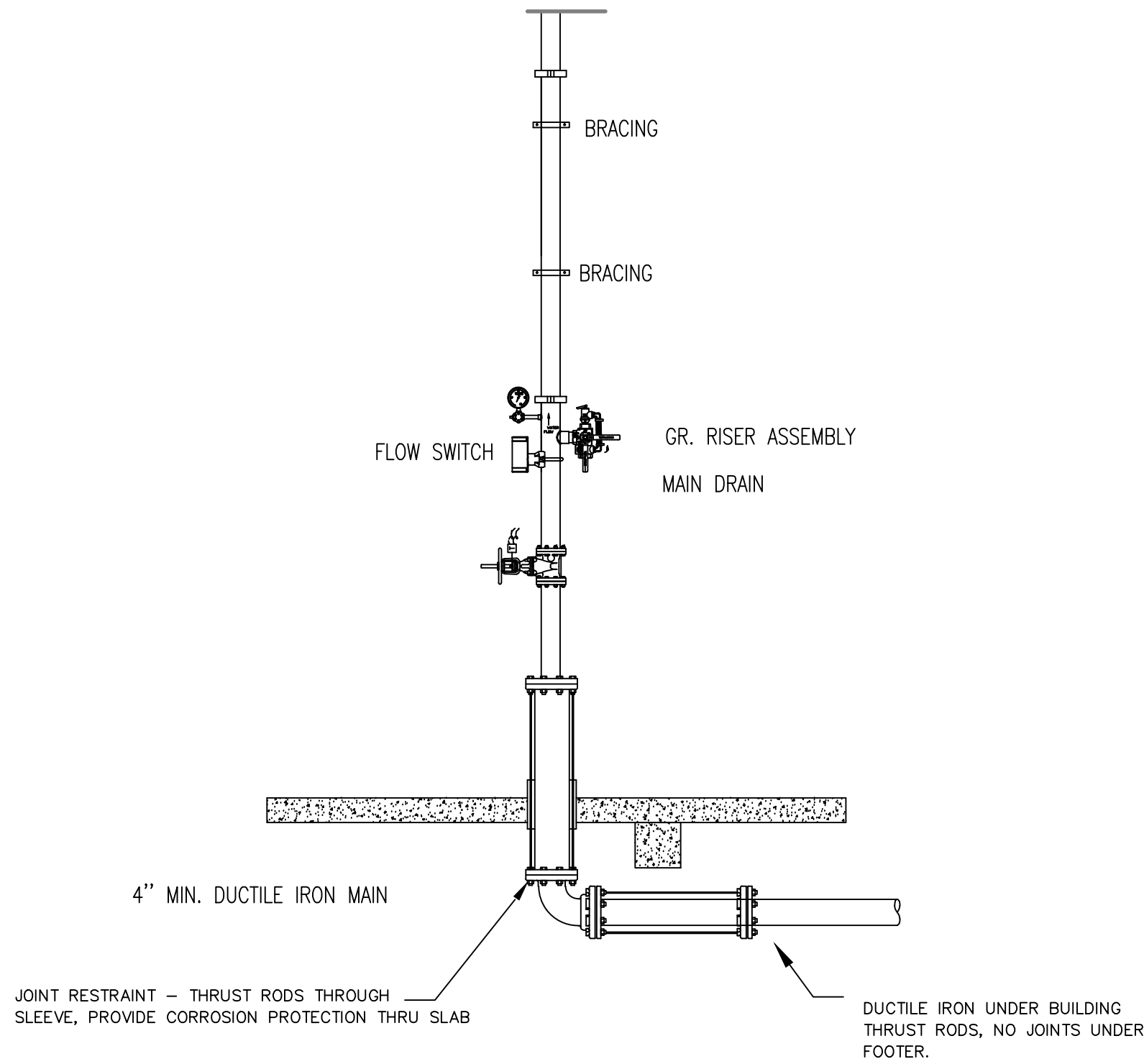
1 FIRE PROTECTION PLAN
SCALE: 1/8"= 1'-0"

SPRINKLER NOTES

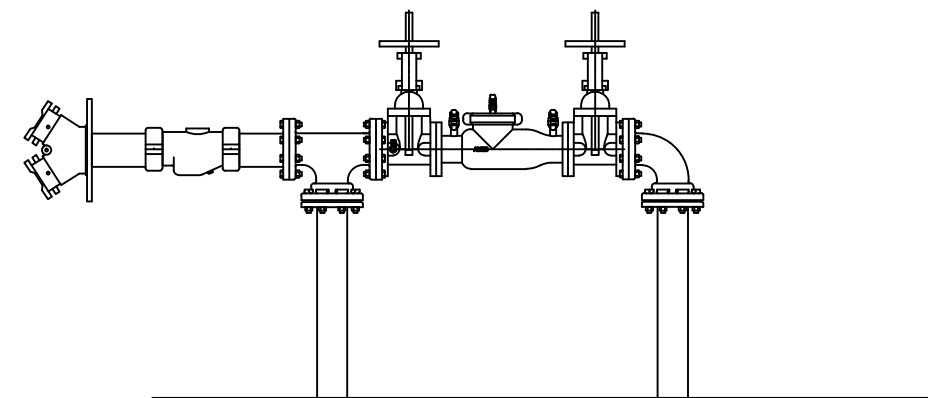
1. PROVIDE WET PIPE FIRE SPRINKLER SYSTEM THROUGHOUT THE BUILDING TO INCLUDE OVERHANGS AND CANOPIES IN ACCORDANCE WITH NFPA 13 – 2010 EDITION AND THE INTERNATIONAL BUILDING AND FIRE CODES – 2009 EDITION.
2. SPRINKLER CONTRACTOR TO HAVE AN ALABAMA SPRINKLER CONTRACTORS LICENSE FOR A MINIMUM OF 3 YEARS.
3. SPRINKLER CONTRACTOR SCOPE OF WORK TO INCLUDE SYSTEM FROM THE CITY CONNECTION TO INCLUDE UNDERGROUND, BACKFLOW, FDC, STUB UP AND ABOVE GROUND SYSTEM.
4. SYSTEM SHOWN IS FOR BIDDING PURPOSES AND TO REFLECT MINIMUM REQUIREMENTS. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND INSTALL IN ACCORDANCE WITH NFPA 13, NFPA 24 AND LOCAL REQUIREMENTS.
5. SCOPE INCLUDES WATER FLOW TEST OF EXISTING UNDERGROUND TO BASE DESIGN ON.
6. COORDINATE AND OR OBTAIN PERMITS AND TESTING WITH RIVIERA UTILITIES AND/OR FOLEY FIRE DEPARTMENT AS REQUIRED.
7. BACKFLOW DEVICE TO BE UNMETERED DCDA WITH OS&Y ISOLATION VALVES INSTALLED AT THE PROERTY LINE. INCLUDE BACKFLOW MOUNTED FDC WITH SCREW ON CAPS AND CHAINS. MOUNT FDC ON DISCHARGE OF BACKFLOW AFTER ISOLATION VALVE. PROVIDE TAMPERS AND SURGE SUPPRESSION FOR BACKFLOW ISOLATIN VALVES AND CONDUIT TO BUILDING FOR MONITORING BY FACP.
8. STUB UP TO BE 4 INCH MINIMUM, ALL PIPING TO BE SIZED PER HYDRAULIC CALCULATIONS. MAXIMUM WATER VELOCITY TO BE 20 FPS.
9. ALL VALVES TO BE WITHIN 7 FEET AFF.
10. ALL GROOVED FITTINGS AND COUPLINGS TO BE SAME MANUFACTURER.
11. SYSTEM TO BE HYDROSTATICALLY TESTED @ 200 PSI FOR TWO HOURS – PER NFPA 13.
12. UNDERGROUND PIPE TO BE DUCTILE IRON IN ACCORDANCE WITH NFPA 24 – 2010 EDITION.
13. ALL ABOVE GROUND PIPE 2" AND SMALLER TO BE THREADED, BLACK STEEL SCHEDULE 40.
14. ALL ABOVE GROUND PIPE 2 1/2" AND LARGER TO BE ROLL GROOVE/ WELDED, BLACK STEEL MINIMUM SCHEDULE 10.
15. SEAL ALL PENETRATIONS TO MATCH CONSTRUCTION AND FIRE RATING. SLEEVE ALL MASONRY PENETRATIONS AND PROVIDE 1" CLEARANCE TO SLEEVES.
16. PROVIDE FREEZE PROTECTION FOR WET PIPE EXPOSED TO THE EXTERIOR TO INCLUDE THE BACKFLOW PREVENTOR IN ACCORDANCE WITH NFPA 13. WHERE HEAT TRACE IS USED PROVIDE LISTED SYSTEM SUPERVISED BY THE F.A. SYSTEM.
17. HANGERS SHALL BE SPACED AND PLACED IN ACCORDANCE WITH NFPA-13.
18. INSPECTOR'S TEST TO BE LOCATED IN ACCESSIBLE LOCATION WITHIN 7 FEET AFF.
19. ROUTE ALL DRAINS AND TEST CONNECTIONS TO THE EXTERIOR, DISCHARGE WITHIN 1' OF FINISHED GRADE, PROVIDE SPLASH PADS. DO NOT DISCHARGE ON WALKWAYS.
20. COORDINATE WITH OTHER TRADES TO MAINTAIN REQUIRED CLEARANCES TO OTHER EQUIPMENT.
21. CONTRACTOR TO FIELD VERIFY CONDITIONS.
22. CONTRACTOR TO COORDINATE ALL TIE INS WITH OWNER.
23. PROVIDE WHITE SEMI RECESSED SPRINKLER HEADS IN FINISHED AREAS. SPRINKLERS TO BE INSTALLED CENTER TILE.
24. PROVIDE BRASS UPRIGHT HEADS IN UNFINISHED AREAS.
25. PROVIDE DRY TYPE HORIZONTAL SIDEWALL SPRINKLERS EXTENDED COVERAGE FOR EXTERIOR PORCHES AND CANOPIES, TYCO SERIES DS-3 OR EQUAL. ANTI FREEZE SYSTEMS NOT PERMITTED.

FIRE ALARM NOTES

1. THESE DRAWINGS DEPICT GENERAL LOCATIONS OF LIFE SAFETY EQUIPMENT & FIELD DEVICES. EXACT ROUTING OF CONDUITS TO BE DETERMINED IN THE FIELD BY THE INSTALLING CONTRACTOR TO SUIT CONDITIONS. ALL CHANGES SHALL BE CLEARLY RED-LINED/INDICATED ON A WEEKLY BASIS ON THE RECORD DRAWINGS AND MAINTAINED ON SITE FOR INSPECTION.
2. CONTRACTOR IS RESPONSIBLE FOR MAKING AND OBTAINING APPROVAL FOR ALL NECESSARY ADJUSTMENTS IN CIRCUITING AS REQUIRED TO ACCOMMODATE THE RELOCATION OF EQUIPMENT AND/OR DEVICES WHICH ARE AFFECTED BY ANY AUTHORIZED CHANGE.
3. ALL ELECTRICAL WIRING, CONDUIT, JUNCTION BOXES, ETC. TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITHGOOD INDUSTRY PRACTICE AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE REGULATORY BODIES.
4. CONTRACTOR TO SUBMIT SHOP DRAWINGS IN COMPLETE COMPLIANCE WITH REQUIREMENTS IN SECTION 907 OF THE INTERNATIONAL FIRE CODE – 2009 EDITION. A STAMPED SET OF APPROVED FIRE ALARM SHOP DRAWINGS SHALL BE AT THE JOB SITE AND SHALL BE USED FOR INSTALLATION.
5. POWER CIRCUITS TO THE FACP, FIRE ALARM POWER SUPPLIES, AND OTHER EQUIPMENT REQUIRING 120 VOLT POWER SHALL BE ON A DEDICATED 120V, 20A BRANCH CIRCUIT BREAKER, WITH RED MARKING, LOCK-ON PROVISION AND IDENTIFIED AS "FIRE ALARM CIRCUIT CONTROL". THE PANEL, CIRCUIT NUMBER AND PHYSICAL LOCATION OF THE CIRCUIT DISCONNECT MEANS (CIRCUIT BREAKER) SHALL BE PERMANENTLY IDENTIFIED AT THE FIRE ALARM CONTROL UNIT. PROVIDE AN EARTH GROUND CONNECTED TO PANEL ENCLOSURES. USE ATLEAST #12 AWG. 600V OR LARGER WIRE FOR AC POWER WIRING.
6. ALL WIRING SHALL BE PULLED FREE OF ANY SPLICES. ALL CONNECTIONS TO BE MADE WITH SCREW TERMINALS AT DEVICES OR PANELS. WIRE NUTS, CRIMP STYLE AND SIMILAR DEVICES ARE NOT PERMITTED. WHERE DEVICES ARE SUPPLIED BY THE MANUFACTURER WITH STRANDED WIRE, MAKE CONNECTION WITH BLADE CONNECTORS AND SHRINK WRAP SEAL HUBS.
7. ALL WIRING SHALL BE SOLID COPPER, INSTALLED IN CONDUIT IN ACCORDANCE WITH NFPA 70 (NEC).
8. TERMINALS AND TERMINAL STRIPS TO BE SUITABLE FOR THE SIZE AND NUMBER OF CONDUCTORS CONNECTED TO THEM. CONDUCTORS LOOPED AROUND TERMINALS ARE PROHIBITED. BREAK WIRE AT ALL TERMINATIONS TO ENSURE PROPER SUPERVISION.
9. FIRE ALARM CIRCUITS SHALL BE IDENTIFIED IN ACCORDANCE WITH APPROPRIATE SECTION OF NEC 760. MARK ALL FIRE ALARM WIRES IN ACCORDANCE WITH NEC 760 SECTIONS FOR POWER LIMITED AND NON-POWER LIMITED WIRE.
10. FIRE ALARM CABLE INSTALLED IN DUCTS, PLENUM, AND OTHER SPACES USED FOR ENVIRONMENTAL AIR SHALL BE TYPE FPLP.
11. FIRE ALARM CABLE INSTALLED IN UNDERGROUND CONDUIT OR OTHER WET LOCATIONS SHALL BE UL LISTED FORMET LOCATIONS.
12. FIRE ALARM CIRCUITS EXTENDING BEYOND BUILDING AND RUN OUTDOORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 70 ARTICLES 760, 770, 725 AND 800 WHERE APPLICABLE.
13. ALL WIRING, INCLUDING SHIELDS MUST BE DRY AND FREE OF SHORTS AND GROUNDS.
14. ALL SHIELDED WIRE MUST HAVE SHIELD CONTINUITY AT FULL LENGTH OF THE WIRE.
15. ONLY SYSTEM WIRING CAN BE RUN IN THE SAME CONDUIT.
16. 120VAC IS NOT PERMITTED IN THE SAME CONDUIT WITH LOW VOLTAGE WIRING.
17. MAINTAIN 40 PERCENT CONDUIT FILL RATIO AS PER NEC REQUIREMENTS.
18. ALL CONDUIT SHALL BE RED IN COLOR WITH FACTORY APPLIED FINISHES.
19. ANY SMOKE DETECTOR INSTALLED BEFORE THE BUILDING IS CLEANED AND ACCEPTED SHALL BE COVERED TO PROTECT FROM DUST. ANY FALSE ALARMS DUE TO DIRT CONTAMINATED HEADS SHALL BE THE RESPONSIBILITY OF THE FIRE ALARM INSTALLER.
20. THE FIRE ALARM INSTALLER WILL MAINTAIN THE FIRE RESISTANCE INTEGRITY OF ALL WALL, CEILING, AND ROOF ASSEMBLIES ANY TIME THAT WORK IS NOT ACTIVELY BEING PERFORMED.
21. INSTALLATION OF DEVICES SHALL BE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. POWER LIMITED AND NON-POWER LIMITED FIELD WIRING MUST BE INSTALLED WITHIN THE FACP ENCLOSURE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND NEC.
22. PROVIDE DUCT DETECTORS IN THE RETURN AIR SYSTEMS IN ACCORDANCE WITH THE LOCALLAY ADOPTED MECHANICAL CODE. PROVIDE REMOTE TEST STATIONS FOR EACH DUCT DETECTOR. SEE MECH. PLANS FOR LOCATIONS.
23. FIRE ALARM CONTRACTOR TO PROVIDE AND INSTALL KEY ACCESS CONTROL BOX PER FOLEY FIRE DEPARTMENT REQUIREMENTS. PROVIDE BOX MANUFACTURED BY KNOX BOX WITH TAMPER SWITCH SUPERVISED BY THE FIRE ALARM SYSTEM. COORDINATE FINAL LOCATION AND ORDERING INFORMATION WITH THE FIRE DEPARTMENT.
24. COORDINATE ALL TESTING AND INSPECTION WITH OWNER'S REP AND AHJ.



SPRINKLER RISER

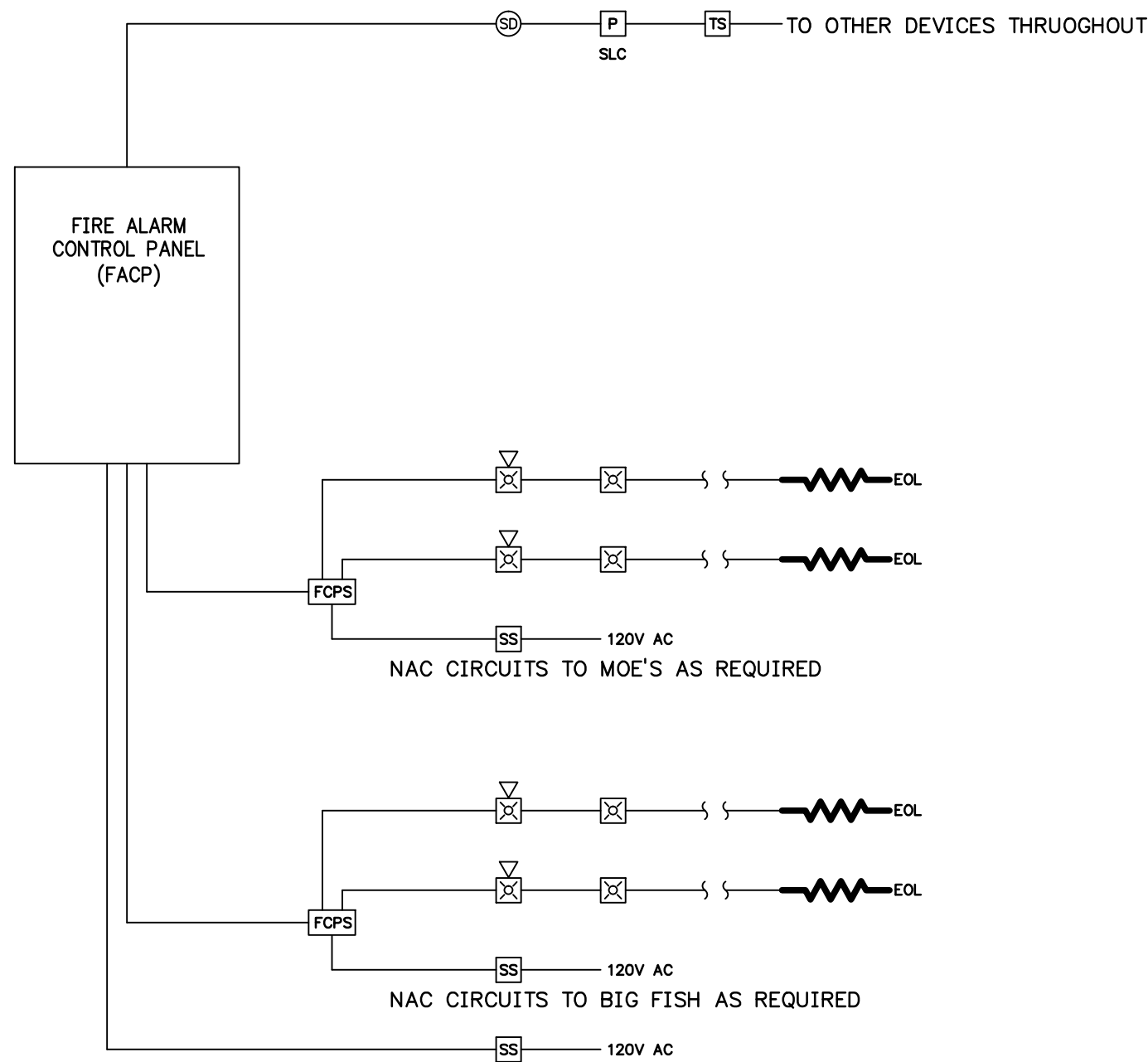


REMOTE BACKFLOW AND FDC PER CITY OF FOLEY REQUIREMENTS. SEE NOTE 16.

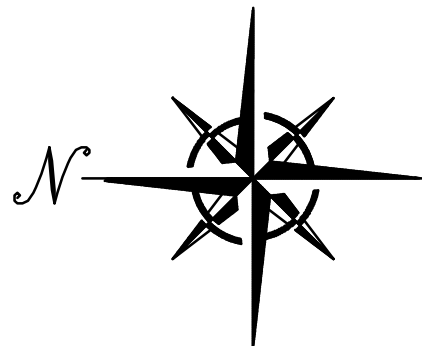
REMOTE BACKFLOW AND FDC

FIRE ALARM LEGEND

- ⓈⓈ CEILING MOUNTED SMOKE DETECTOR
- ⓈⓈ- AIR DUCT SMOKE DETECTOR, W/EXTRA SET OF CONTACTS
- ⓈⓈ- FLUSH MOUNTED VIBRATING HORN WITH VISUAL FLASHER.
- ⓈⓈ- FLUSH MOUNTED VISUAL FLASHER.
- ⓈⓈ- FLUSH MOUNTED PULL STATION.
- ⓈⓈ- WATER FLOW SWITCH.
- ⓈⓈ- SURGE SUPPRESSOR
- ⓈⓈ- TAMPER SWITCH.
- ⓈⓈ- FIRE ALARM CONTROL PANEL
- ⓈⓈ- FIRE ALARM REMOTE ANNUCIATOR
- ⓈⓈ- FIELD CHARGING POWER SUPPLY
- ⓈⓈ- KITCHEN HOOD SYSTEM
- ⓈⓈ- KNOX-BOX SUPERVISED BY F.A. SYSTEM



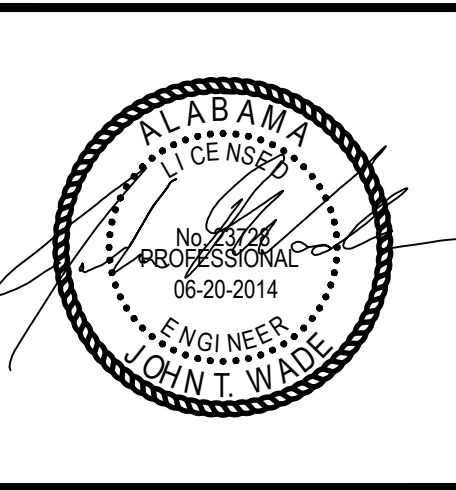
FIRE ALARM RISER DIAGRAM



1 FIRE PROTECTION PLAN
SCALE: 1/4"= 1'-0"



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TENANT FIT-UP BUILDING (PHASE 2)

FOR THE

FOLEY FARMERS' MARKET

FOLEY
ALABAMA

JOB NO.:

DRAWN: SS

CHECKED: BDD

DATE: 6.20.14

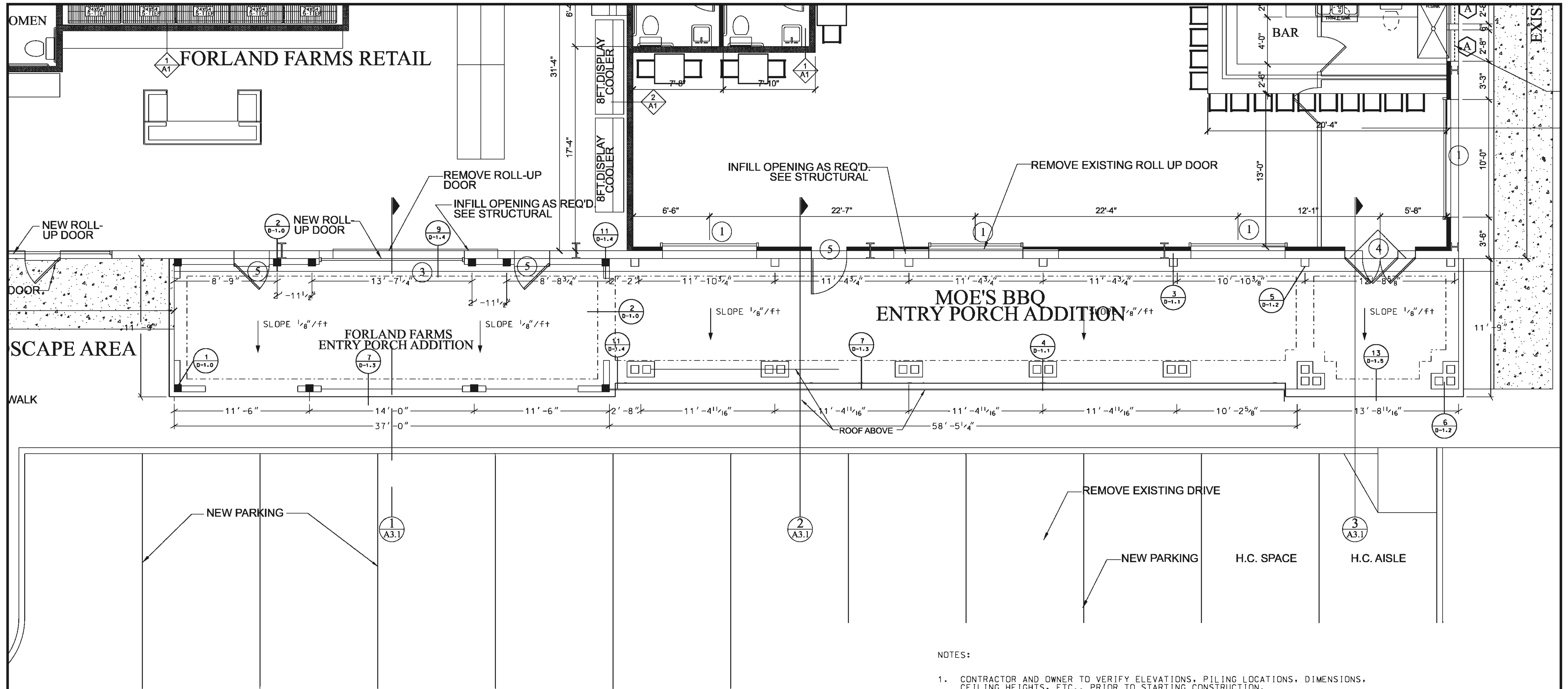
REVISION:

SCALE:

SHEET NO.:

F1.2

FIRE PROTECTION
NOTES & LEGENDS



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NOTES:

1. CONTRACTOR AND OWNER TO VERIFY ELEVATIONS, PILING LOCATIONS, DIMENSIONS, CEILING HEIGHTS, ETC., PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR RESPONSIBLE FOR ALL BRACING DURING CONSTRUCTION.
3. CONCRETE SHALL BE A MIN. OF 3,000 PSI WITH A MAXIMUM AGGREGATE SIZE OF 3/4".
4. ALL REINFORCING STEEL SHALL MEET ASTM 615 GRADE 60.
5. REBAR CLEARANCES:
TOP AND SIDES: 2"
BOTTOM: 3"
6. REBAR LAP SPLICES SHALL BE A MIN. OF 40 BAR DIAMETERS.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS (ACI 117-95).
8. ALL REBAR MUST BE WIRED TO CHAIRS TO PROVIDE THE PROPER CLEARANCE AS REQUIRED BY THE PLANS.
9. NO SOILS REPORT HAS BEEN PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE SOIL SUPPORT FOR THE CONCRETE SLAB AND REPORT ANY UNEXPECTED CONDITIONS IMMEDIATELY.
10. SPECIAL CARE SHALL BE TAKEN WHEN WORKING AROUND THE SUPPORT FOOTINGS SUPPORTING THE BUILDING.
11. SAW CUTS IN SLAB SHOULD BE COMPLETED AS SOON AS THE CONCRETE CAN SUPPORT THE WEIGHT OF THE SAW. DEPTH OF SAW CUT SHALL BE A MINIMUM OF 1" AND SPACING OF THE SAW CUTS SHOULD BE PLACED SO CUTS ARE NEAR TO SQUARE AS POSSIBLE. JOINTS SHOULD BE CLEANED AND INSTALL BACKER ROD PRIOR TO APPLICATION OF JOINT SEALANT. SEE ARCHITECTURAL PLANS FOR SAW CUT LOCATION.



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REVISION NO. :	DESCRIPTION:	DATE:	BY:
REVISION NO. :	DESCRIPTION:	DATE:	BY:

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SCALE: 1/4" = 1'-0"

DRAWN BY: MWI

CHECKED BY: MWI

APPROVED BY: MWI

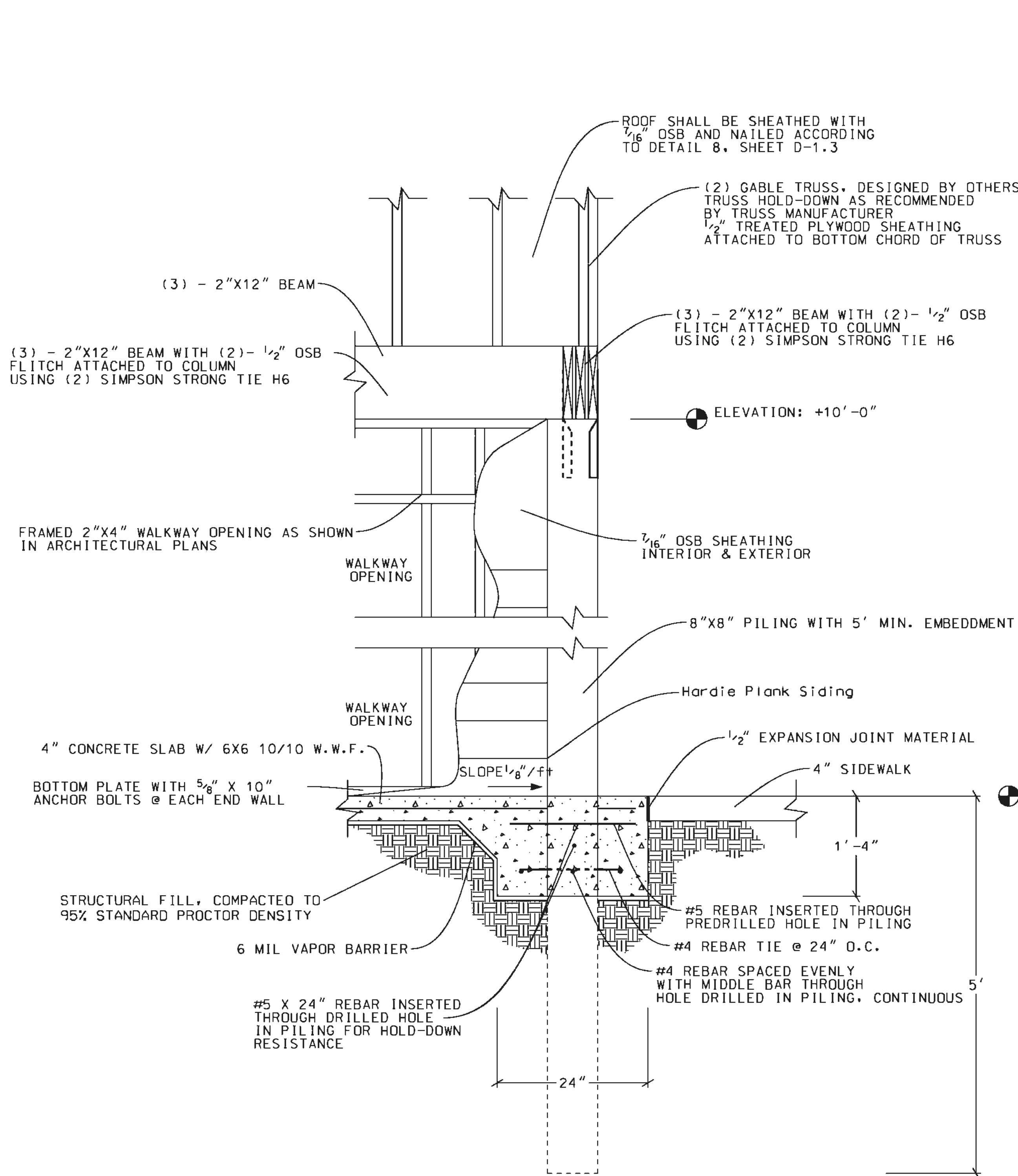
FOLEY FARMER'S MARKET

FOUNDATION PLAN - FRONT

DATE: 06.26.14

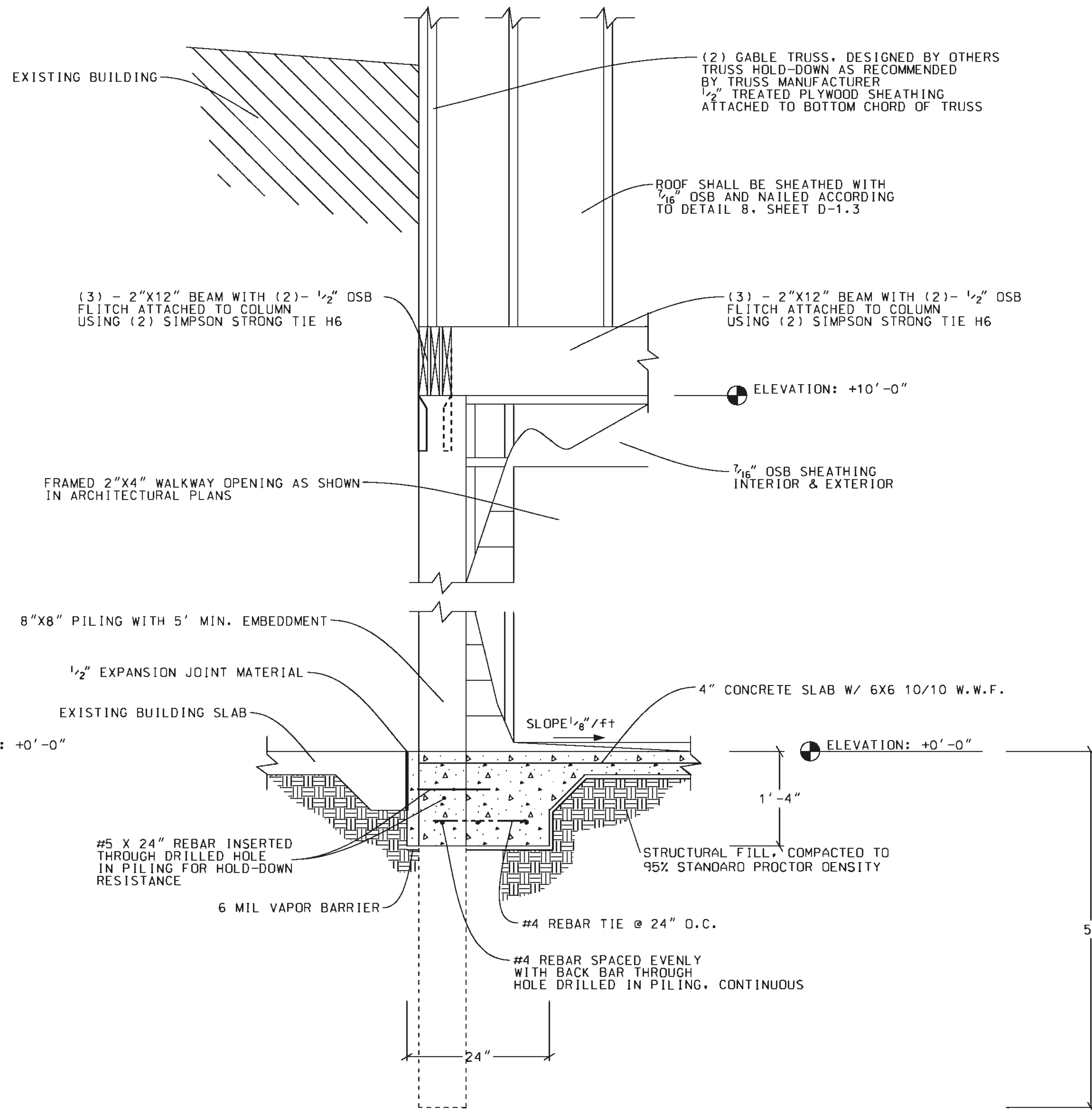
REV. NO. :

DRAWING NO.: F-1.0



1 FORLAND FARMS FRONT GABLE COLUMN DETAIL
F-1.0 SCALE: 1" = 1'-0"

* CORNER POSTS SHALL HAVE CONCRETE THE ENTIRE DEPTH OF EMBEDMENT.



2 FORLAND FARMS REAR GABLE COLUMN DETAIL
F-1.0 SCALE: 1" = 1'-0"

* CORNER POSTS SHALL HAVE CONCRETE THE ENTIRE DEPTH OF EMBEDMENT.



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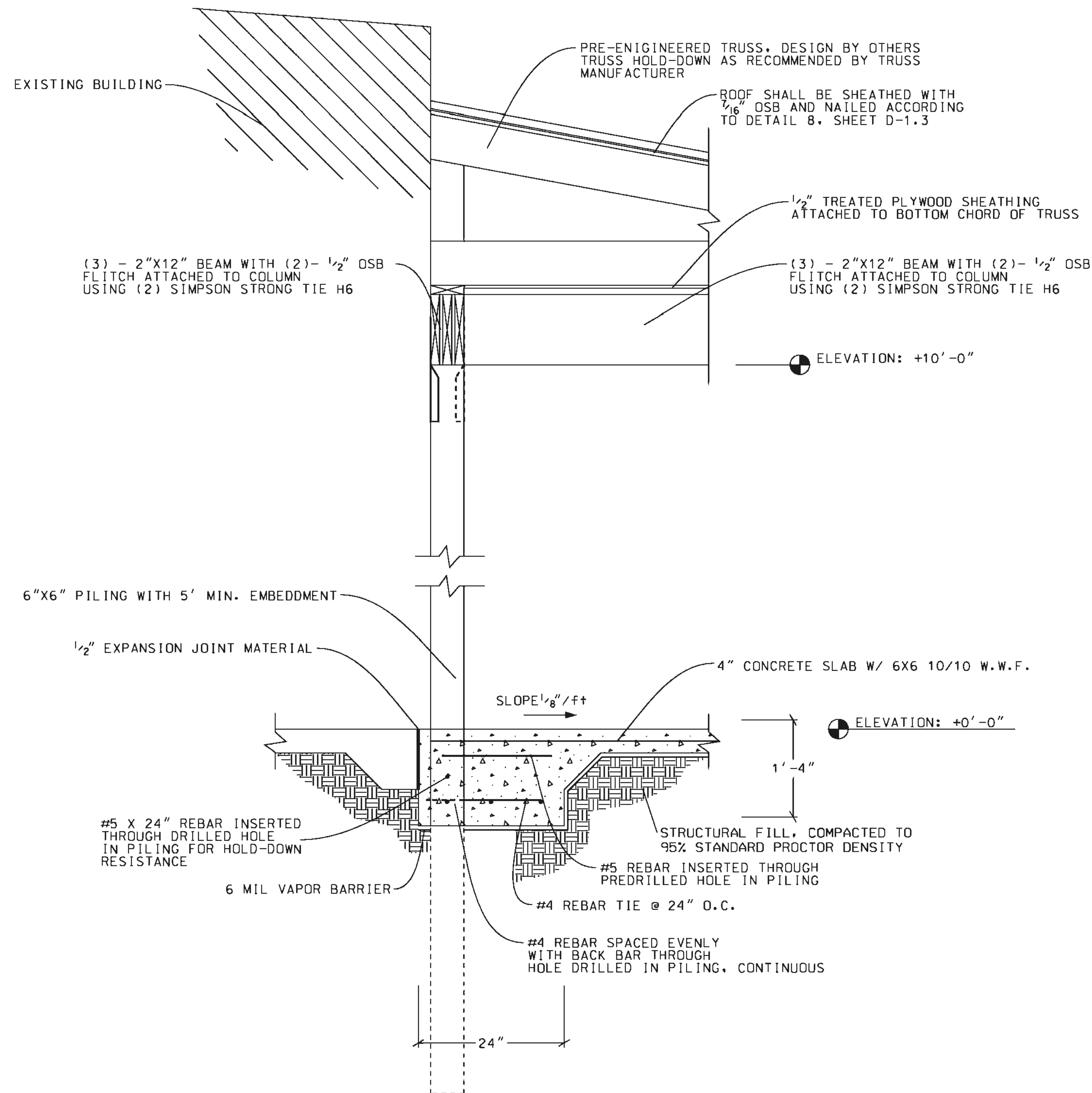
FOLEY FARMER'S MARKET

DETAILS & SECTIONS

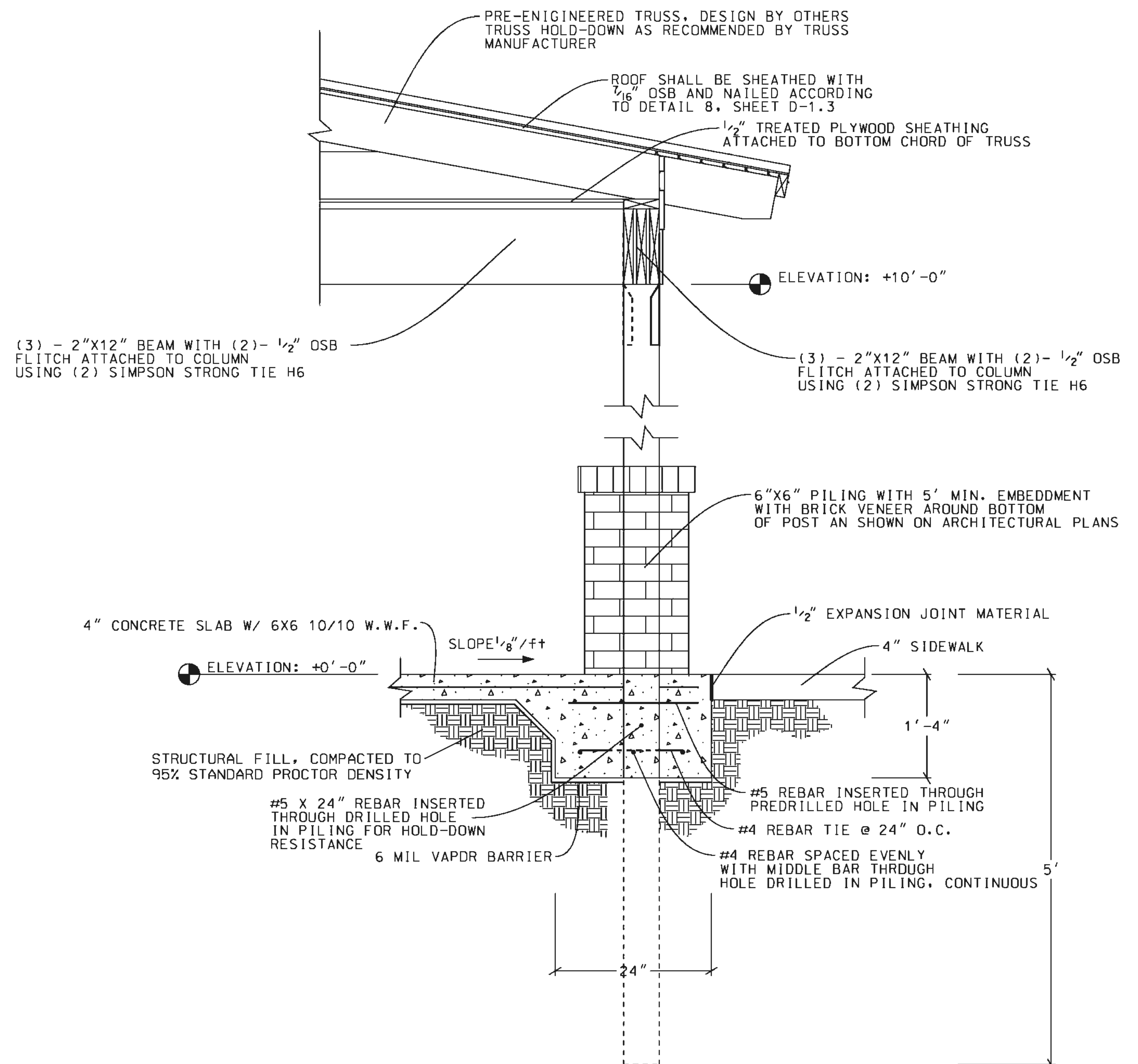
DATE: 02.20.14

REV. NO. :

DRAWING NO.: D-1.0



3 MOE'S PORCH REAR COLUMN DETAIL
F-1.0 SCALE: 1" = 1'-0"



4 MOE'S PORCH FRONT COLUMN DETAIL
F-1.0 SCALE: 1" = 1'-0"



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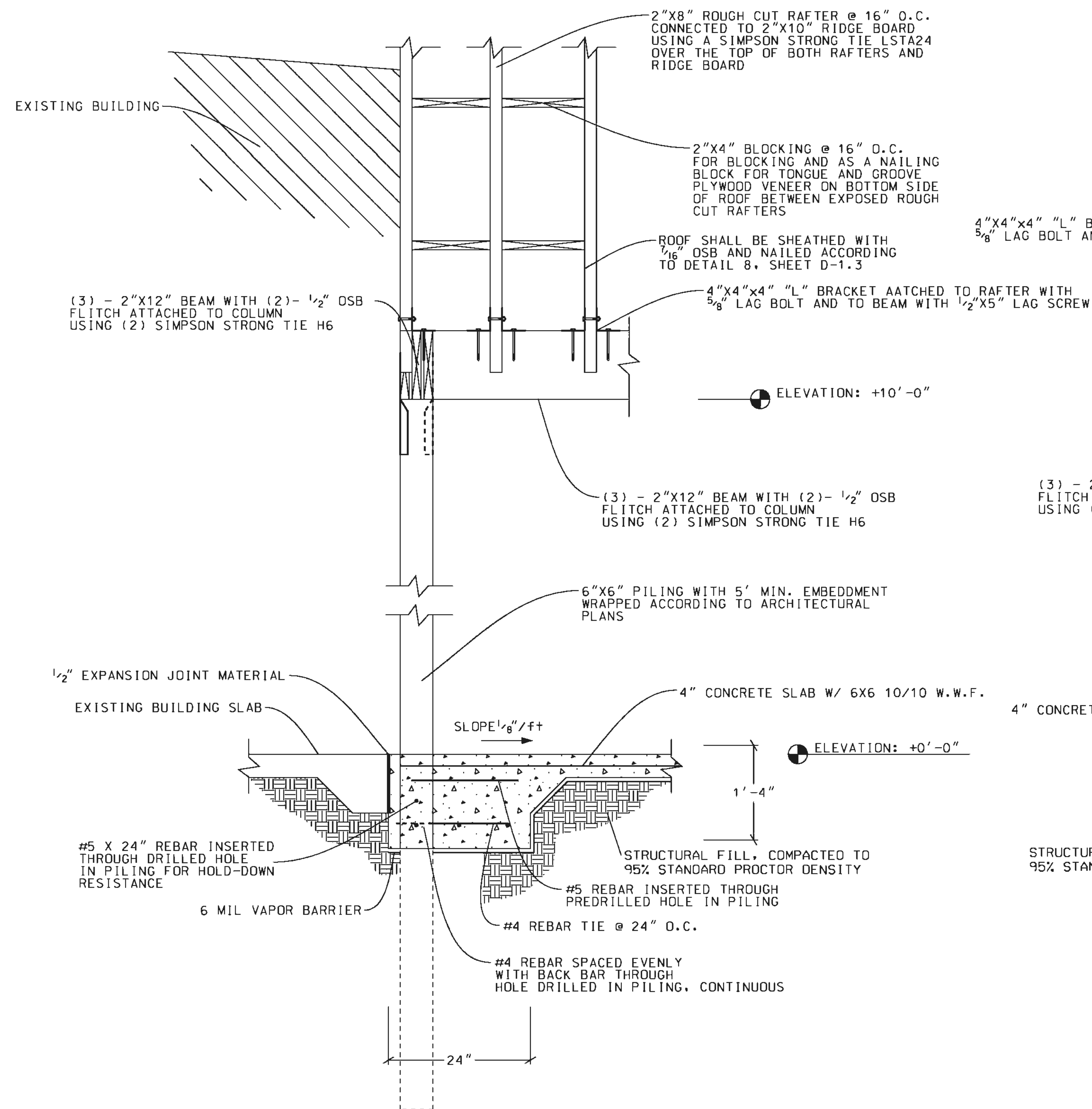
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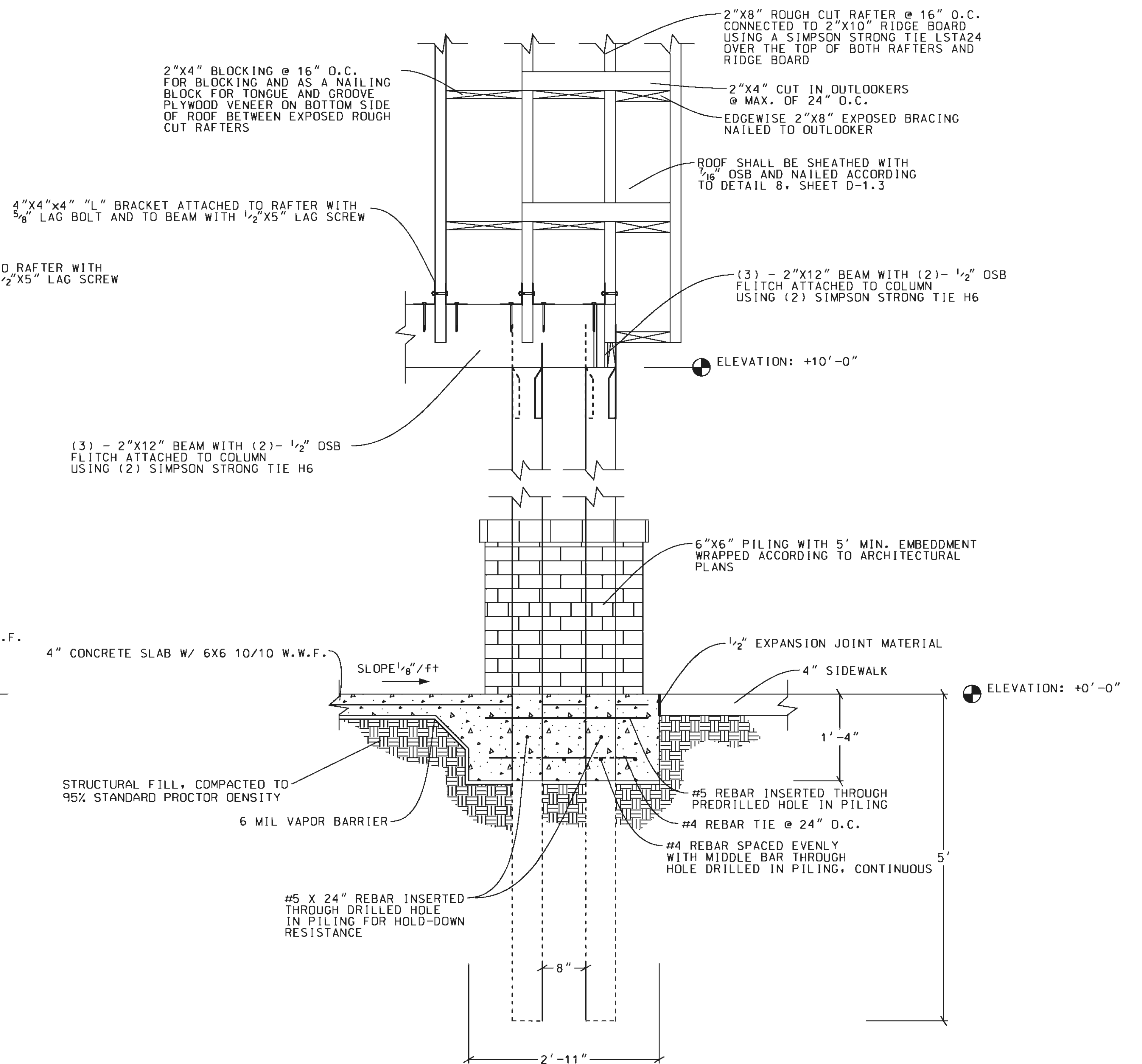
FOLEY FARMER'S MARKET

DETAILS & SECTIONS

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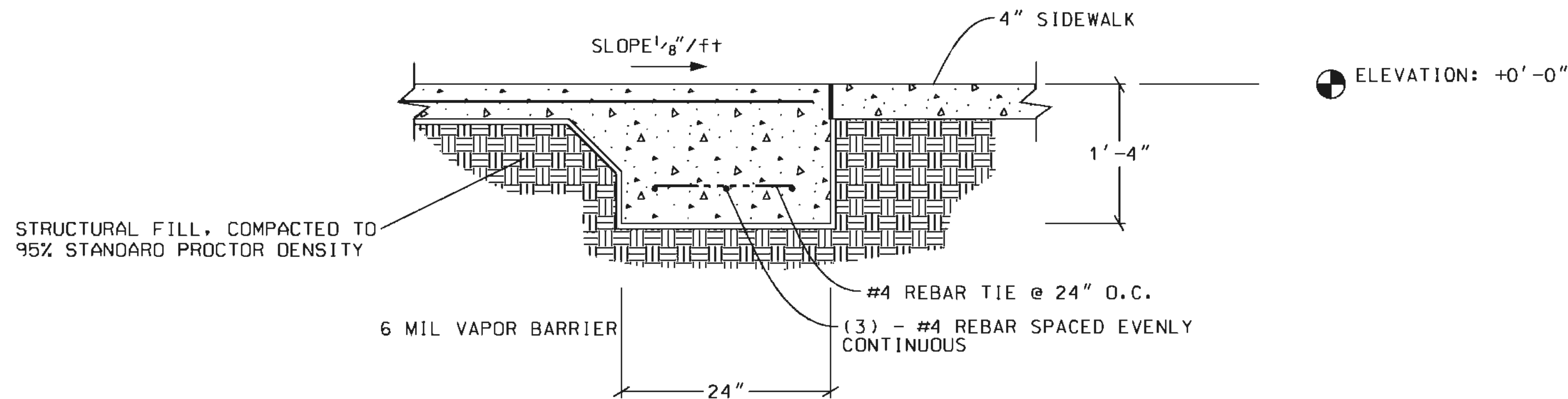
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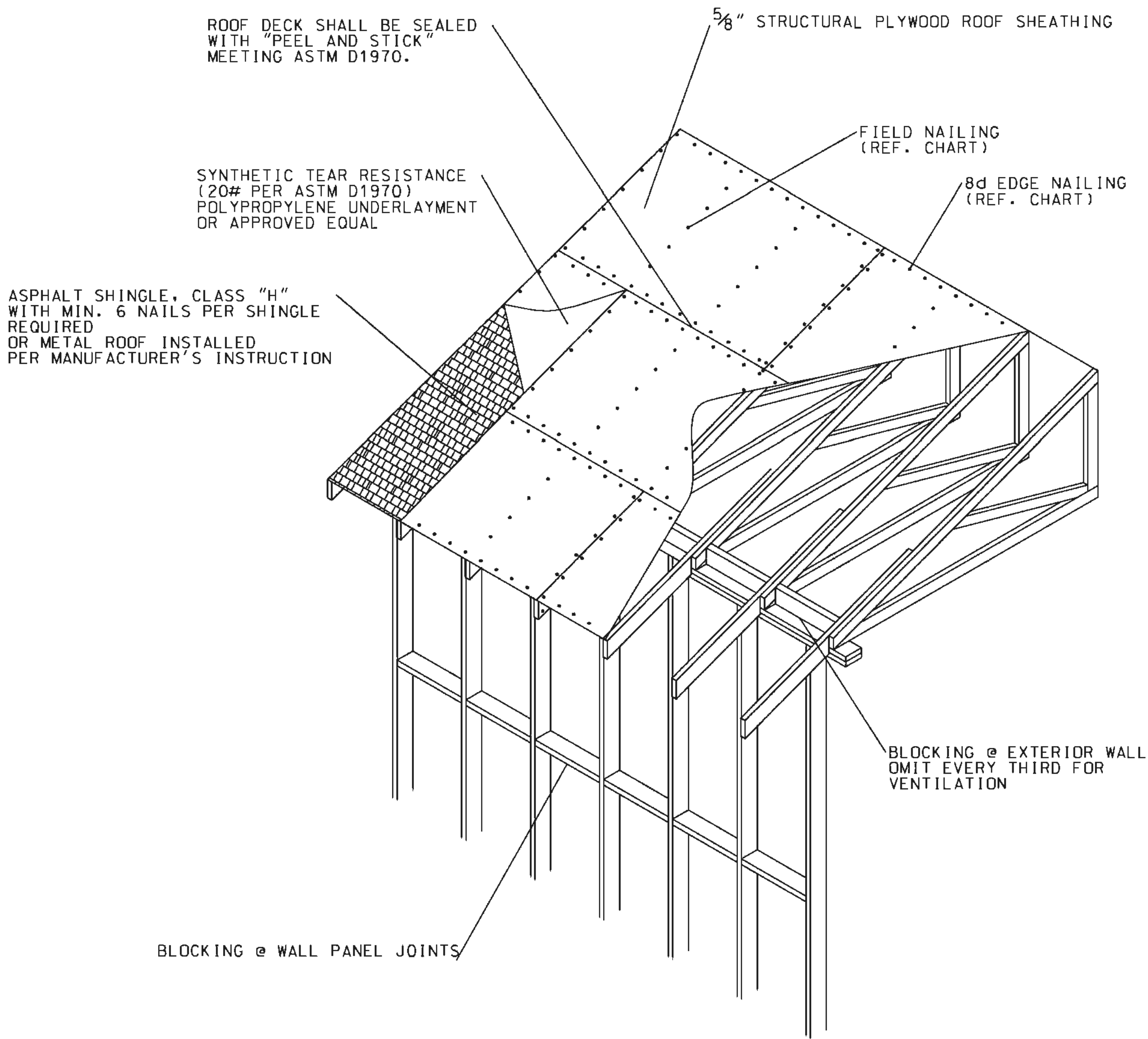
* CORNER POSTS SHALL HAVE CONCRETE THE ENTIRE DEPTH OF EMBEDDMENT,



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	REVISION NO. :	DESCRIPTION:	DATE:	BY:												
	REVISION NO. :	DESCRIPTION:	DATE:	BY:					11947 JERICO DRIVE DAPHNE, AL 36526				TELEPHONE: 251.370.0352 EMAIL: matti@gulftel.com			
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7 PERIMETER FOOTING DETAIL
SCALE: 1" = 1'-0"



ROOF SHEATHING ATTACHMENT REQUIREMENTS			
THREE SECOND GUST, 140 M.P.H. WIND SPEED		STRUCTURAL SHEATHING ATTACHMENT WITH 8d COMMON RING SHANK NAILS	
LOCATION	RAFTER / TRUSS SPACING (INCHES O.C.)	EDGE NAILING	FIELD NAILING
INTERIOR ZONE	16" O.C.	4" O.C.	4" O.C.
PERIMETER / EDGE ZONE	16" O.C.	4" O.C.	4" O.C.
GABLE ENDWALL, RAKE OR RAKE TRUSS WITH LOOKOUT BLOCK		4" O.C.	4" O.C.

8 ROOF DECK NAILING DIAGRAM
SCALE: NOT TO SCALE



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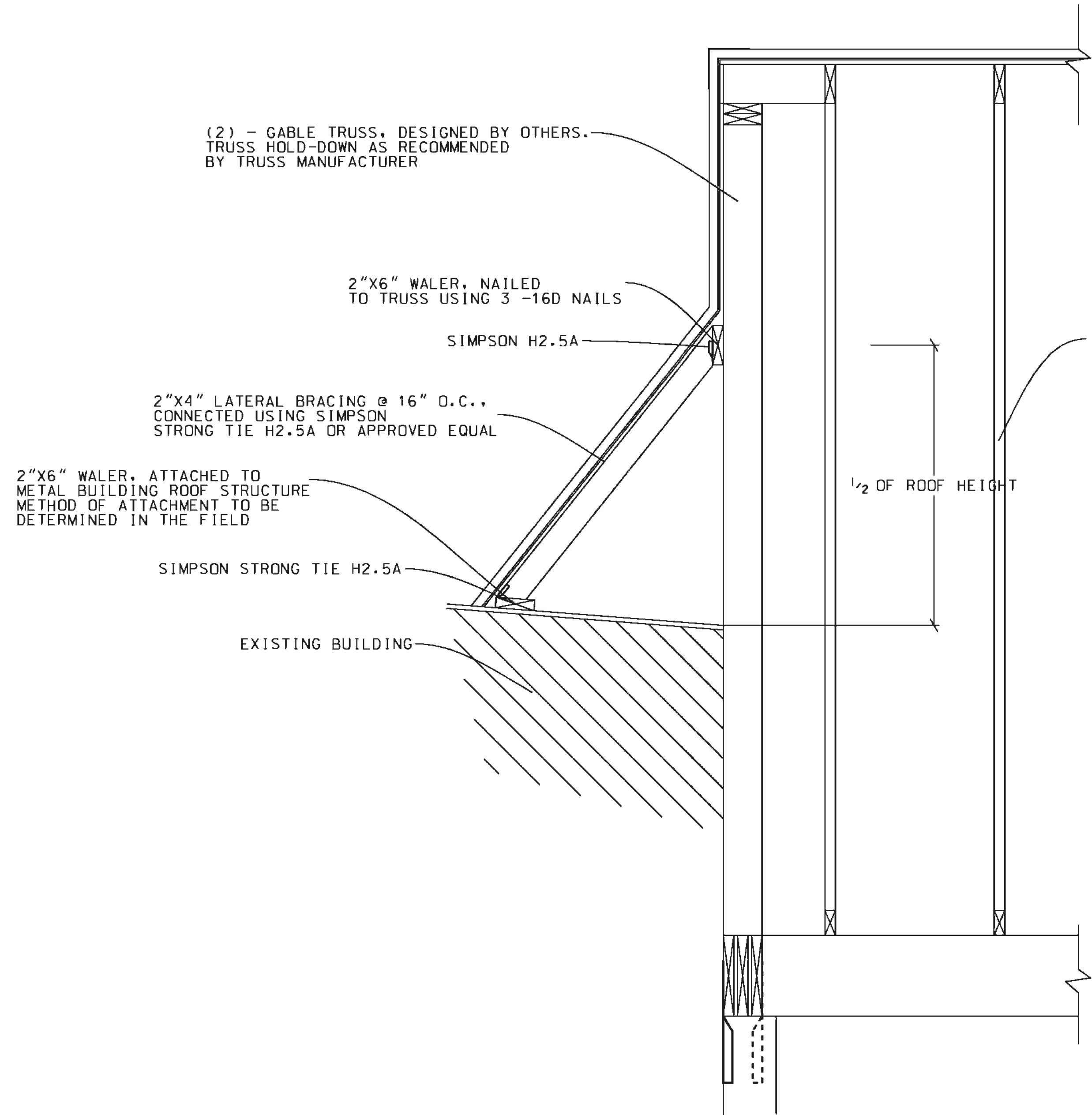
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CHECKED BY: MWI	APPROVED BY: MWI

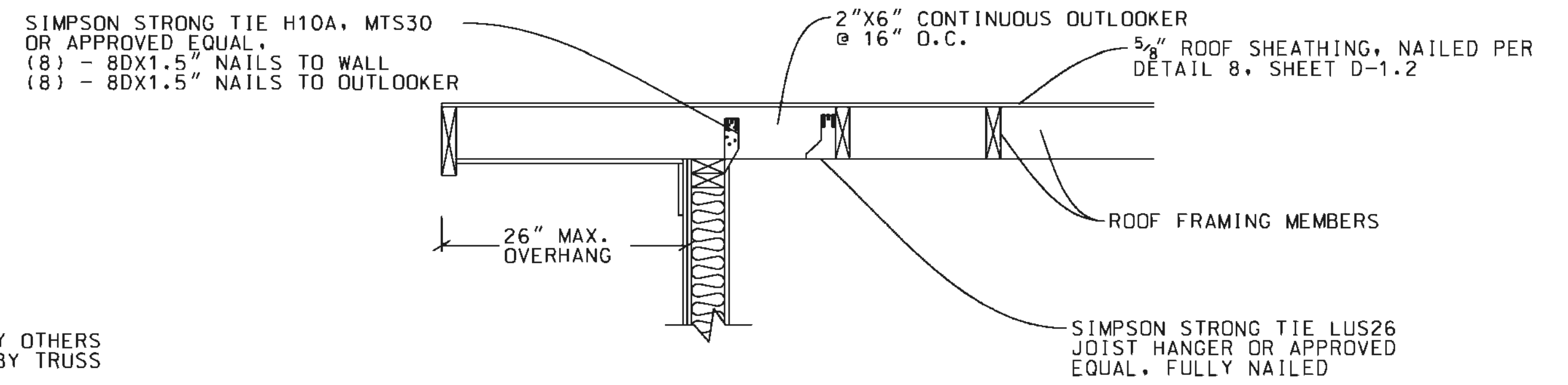
FOLEY FARMER'S MARKET

DETAILS & SECTIONS

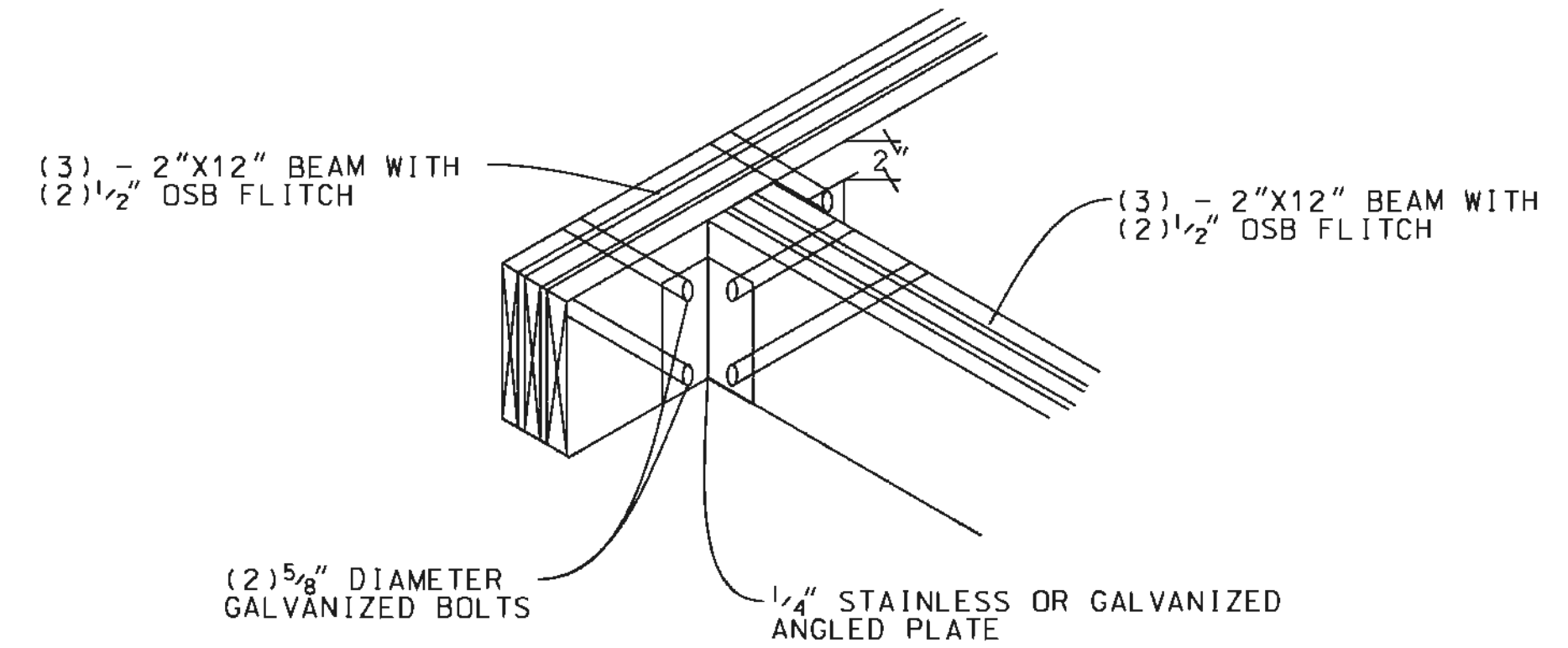
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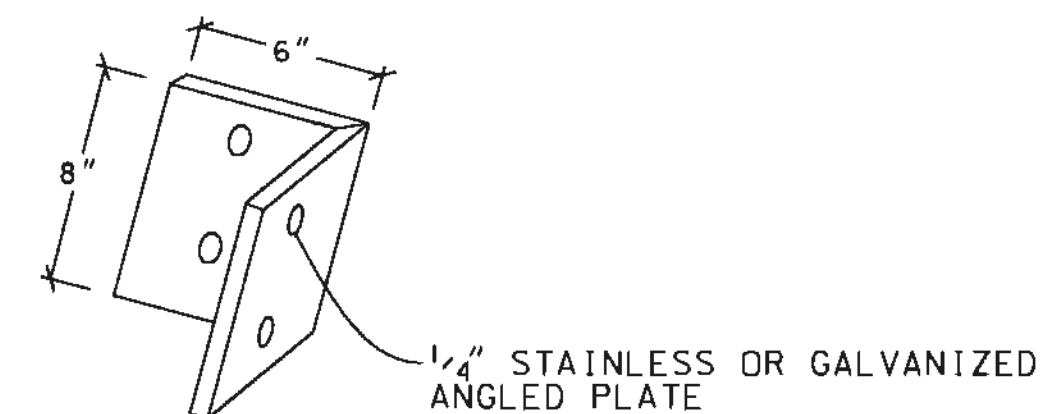
9 GABLE ROOF BRACING - FORLAND FARMS ENTRY
SCALE: NOT TO SCALE



10 GABLE ROOF OUTLOOKER DETAIL - FORLAND FARMS ENTRY
SCALE: NOT TO SCALE



11 BEAM CONNECTION DETAIL
SCALE: NOT TO SCALE



12 ANGLED BEAM CONNECTION PLATE DETAIL
SCALE: NOT TO SCALE



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DAPHNE, AL 36526

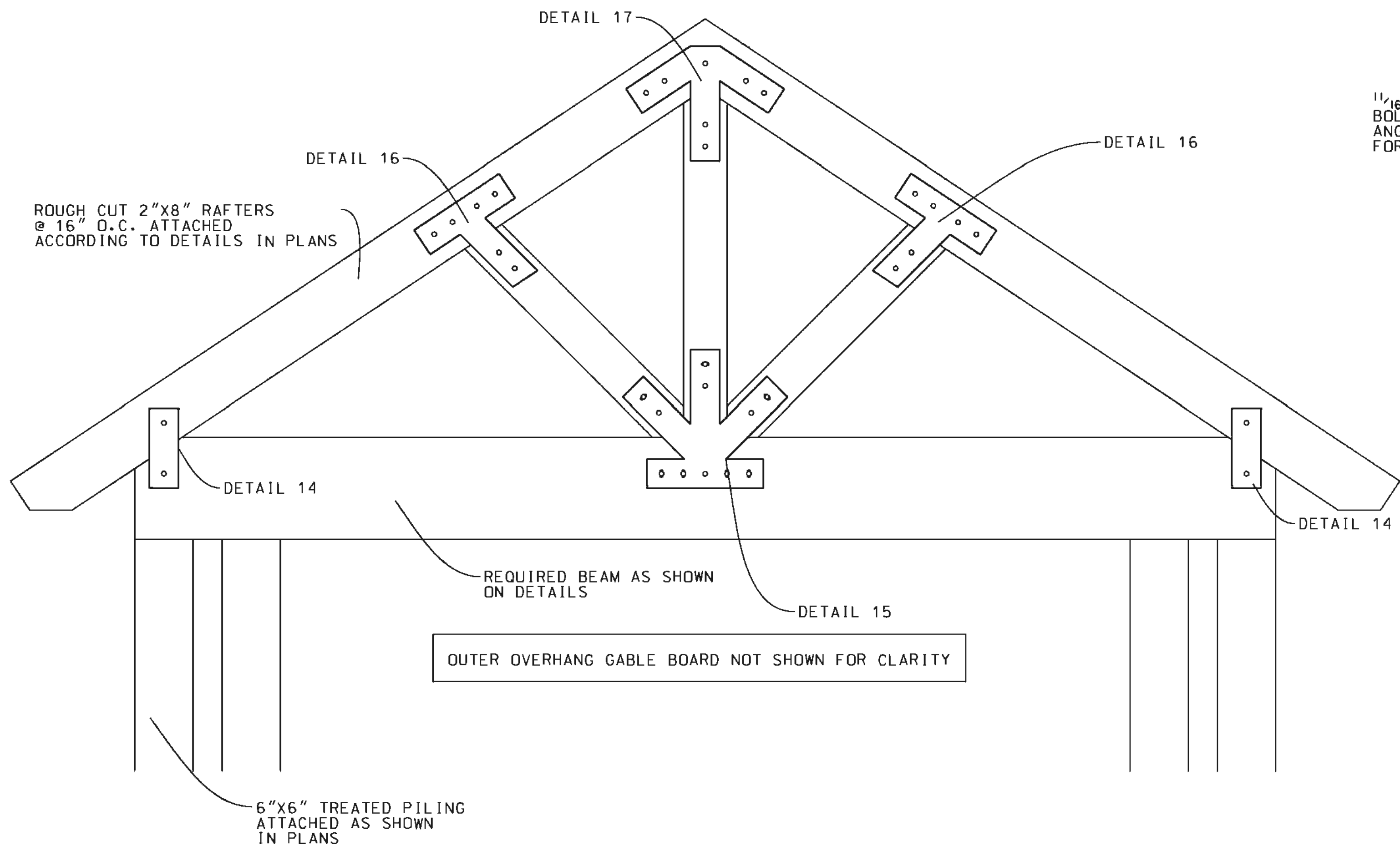
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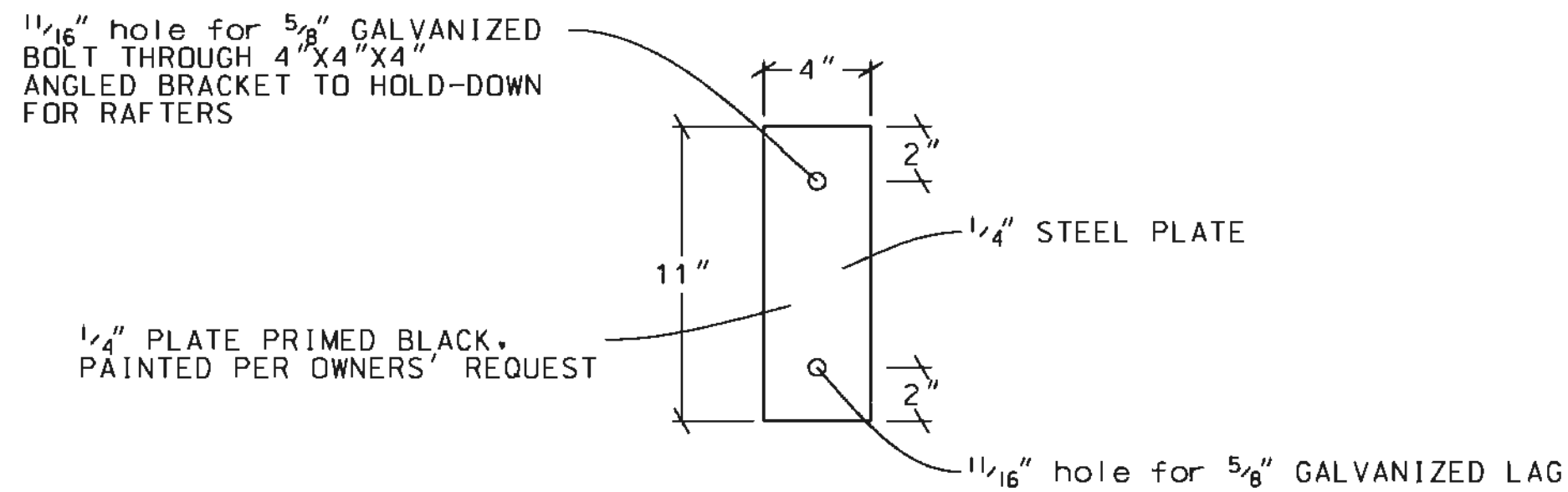
FOLEY FARMER'S MARKET

DETAILS & SECTIONS

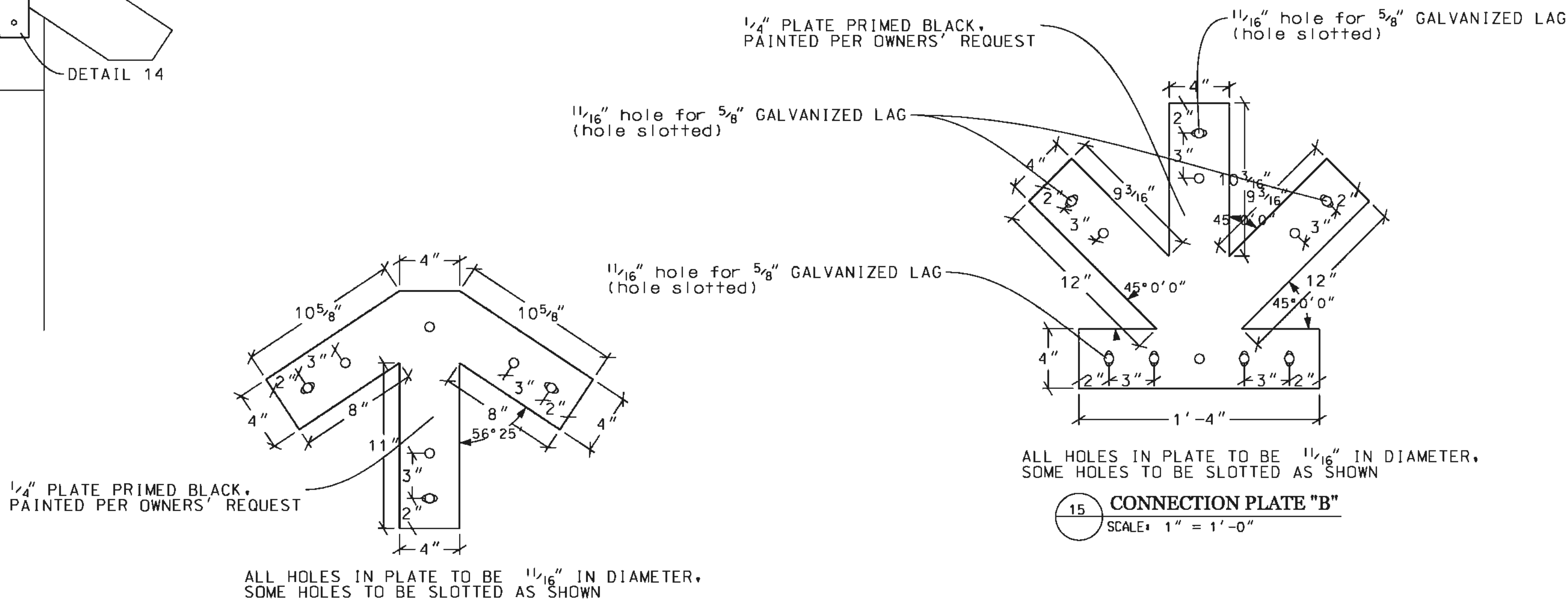
DATE: 02.20.14
REV. NO. :
DRAWING NO.: D-1.4



13 MOE'S ENTRY GABLE DETAIL
SCALE: 1" = 1'-0"

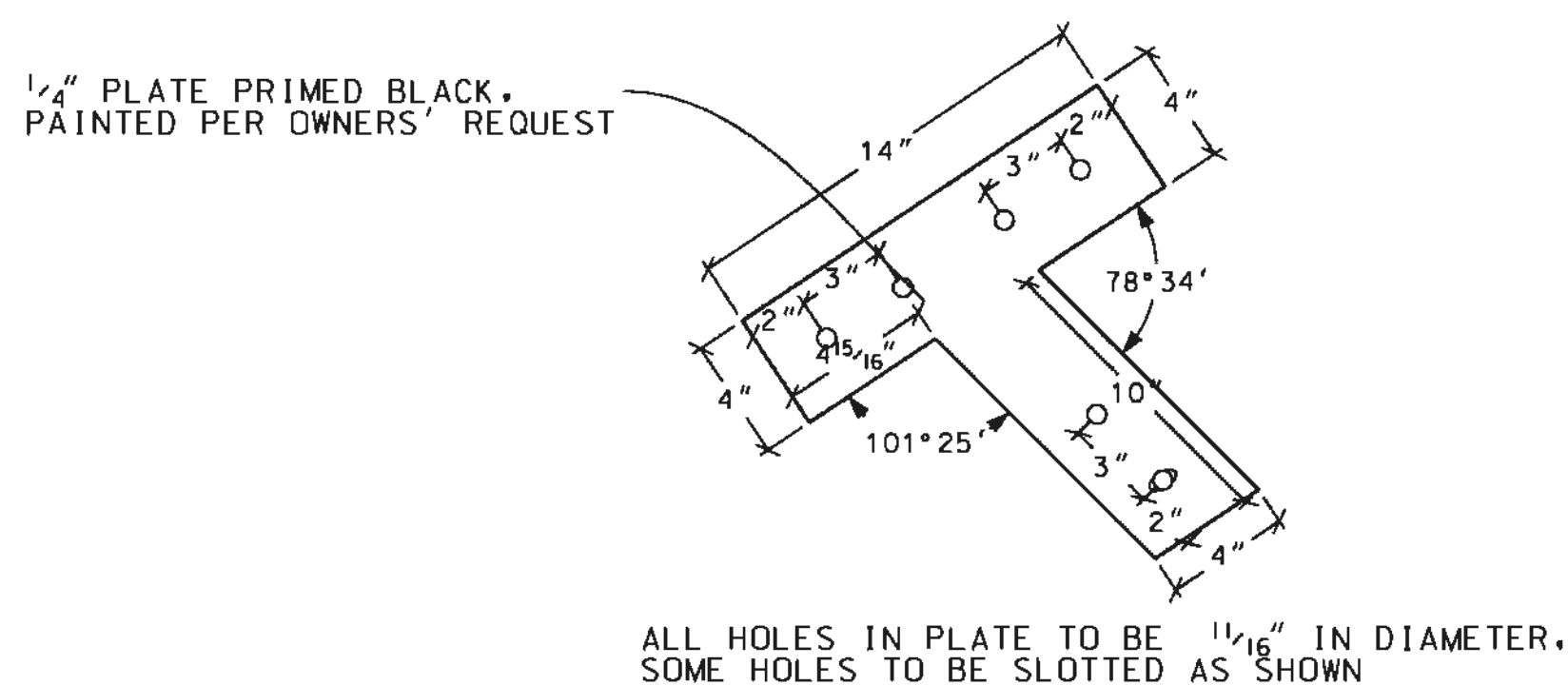


14 CONNECTION PLATE "A"
SCALE: 1" = 1'-0"



15 CONNECTION PLATE "B"
SCALE: 1" = 1'-0"

16 CONNECTION PLATE "C"
SCALE: 1" = 1'-0"



17 CONNECTION PLATE "D"
SCALE: 1" = 1'-0"

ALL PLATES TO BE THROUGH BOLTED TO ADDITIONAL PLATE ON BACK SIDE OF CONNECTION USING 5/8" GALVANIZED BOLTS WITH THE EXCEPTION OF DETAIL A, WHICH WILL USE A LAG SCREW IN THE BOTTOM PORTION OF THE PLATE AND HAVE NO OPPOSING PLATE ON OPPOSITE SIDE.



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FOLEY FARMER'S MARKET			
DETAILS & SECTIONS			
DATE: 02.20.14	REV. NO. :	DRAWING NO.: D-1.5	

TENANT FIT-UP BUILDING (PHASE 2)
MOE'S BBQ AND BIG FISH TRADING CO.
FOR THE
FOLEY FARMERS' MARKET

PROJECT SUMMARY/SCOPE

THIS PROJECT INVOLVES ADDITIONS AND RENOVATIONS TO AN EXISTING 7,500 SQUARE FOOT PRE-ENGINEERED METAL BUILDING STRUCTURE FOR TWO (2) TENANTS (MOE'S BARBECUE RESTAURANT AND FORLAND FARMS). A 2,000 SQUARE FOOT PRE-ENGINEERED METAL BUILDING ADDITION WILL BE REQUIRED FOR FORLAND FARMS (TO THE NORTH). WORK INCLUDES PORCH ADDITIONS TO THE EXISTING BUILDING AND INTERIOR FIT UP WORK INCLUDING NEW ELECTRICAL, HVAC, PLUMBING SYSTEMS. THE METAL BUILDING COMPANY SHALL PROVIDE THE ADDITION INCLUSIVE OF ALL DESIGN, ENGINEERING, SHOP DRAWINGS, EARTHWORK, UTILITY COORDINATION, FOUNDATION/SLAB DESIGN AND CONSTRUCTION; AND ERECTION FOR A COMPLETED BUILDING ADDITION AS INDICATED ON DRAWINGS. METAL BUILDING COMPANY TO PROVIDE NEW ROOF; ROOF INSULATION; & METAL WALL PANELS FOR THE EXISTING BUILDING TO MATCH ADDITION METAL BUILDING. PROVIDE ADDITIONAL BRACING AND REINFORCING (WIND BEAMS & CROSS BRACING) FOR EXISTING METAL BUILDING.

FOUNDATION NOTES

A. METAL BUILDING CONTRACTOR TO DESIGN AND INSTALL CONCRETE FOUNDATION AND SLAB FOR BUILDING PROJECT AS INDICATED.

B. FOR SLAB CONSTRUCTION:

1. USE 80# 10/10 WELDED WIRE MESH REINFORCEMENT THROUGHOUT
2. ALL SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY
3. CONCRETE SHALL ACHIEVE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI
4. ALL CONCRETE SHALL BE PROPORTION MIXED AND PLACED IN ACCORDANCE TO ACI 318-05
5. MAXIMUM SLUMP FOR CONCRETE SHALL BE 4"
6. FINISHED FLOOR ELEVATION TO MATCH EXISTING
7. PROVIDE 4" THICK REINFORCED SLAB
8. PROVIDE CONCRETE CONTROL JOINTS AT 15 FT.
9. PROVIDE CONTROL JOINTS IN SLAB AT METAL BUILDING COLUMNS.


C. FOUNDATION DESIGN:

1. FOUNDATIONS SHALL BE DESIGNED AND ENGINEERED BY AN ALABAMA REGISTERED ENGINEER.
2. ALL GROUT SHALL OBTAIN 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
3. GROUT SLUMP SHALL RANGE FROM 8" TO 11" INCHES.
4. FOUNDATION DESIGN SHALL BE FULLY COORDINATED WITH METAL BUILDING DESIGN AND ENGINEERING.
5. FOUNDATION DESIGN AND SUBSURFACE CONDITIONS (INCLUDING EARTHWORK) SHALL STRICTLY ADHERE TO THE REQUIREMENTS SET FORTH IN THE OWNER'S GEOTECHNICAL REPORT.

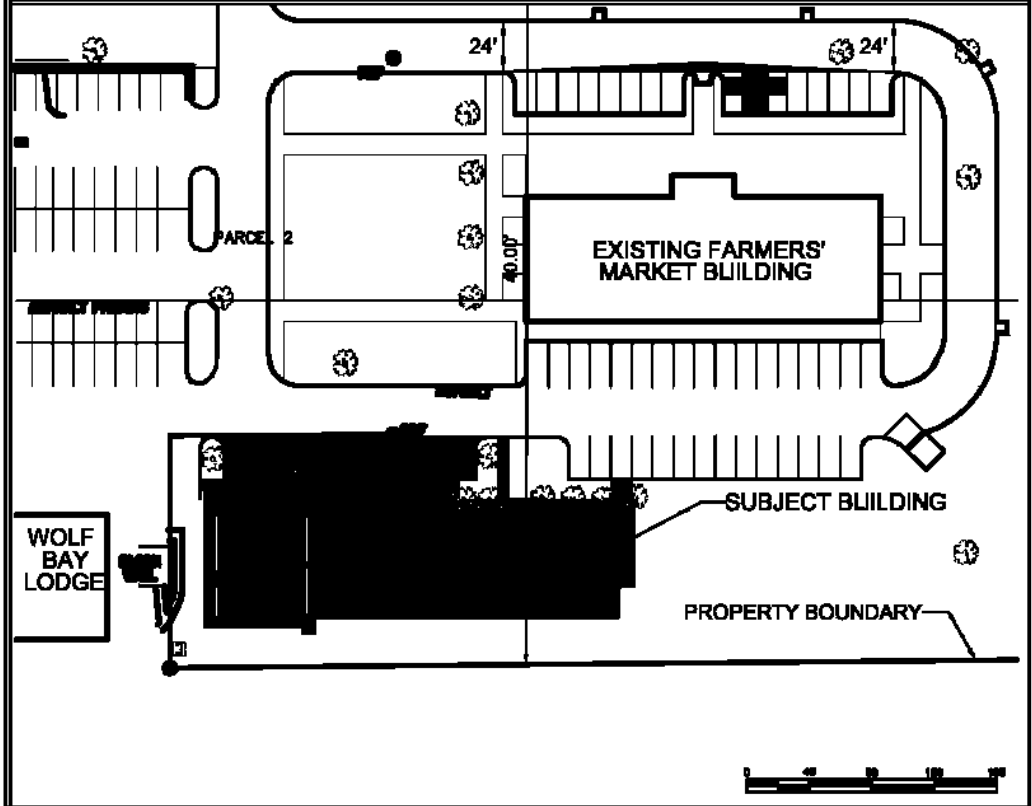
ELECTRICAL, MECHANICAL, PLUMBING NOTES

1. ALL MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS ARE TO BE FULLY COORDINATED WITH THE ARCHITECTURAL DOCUMENTS.
2. ALL PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS SHALL BE DESIGNED AND INSTALLED BY A STATE OF ALABAMA LICENSED AND CERTIFIED CONTRACTOR AND THEIR RESPECTIVE DISCIPLINE. PLUMBING CONTRACTOR SHALL SHOW EVIDENCE OF THEIR ALABAMA PLUMBERS' AND GAS FITTERS' LICENSE; HEATING AND COOLING CONTRACTOR'S LICENSE; AND ALABAMA ELECTRICAL CONTRACTOR'S LICENSE.
3. PLUMBING, MECHANICAL, AND ELECTRICAL CONTRACTORS SHALL PROVIDE THE OWNER WITH SHOP DRAWINGS AND SPECIFICATIONS PRIOR TO ORDERING AND INSTALLATION. ALL WORK SHALL COMPLY WITH THE 2008 INTERNATIONAL BUILDING MECHANICAL PLUMBING CODES, FUEL GAS CODE, PRIVATE FUEL DISPOSAL CODE, FIRE CODE AND THE 2011 NATIONAL ELECTRICAL CODE.
4. EXTEND ALL UTILITY CONNECTIONS TO 10 FT. OUTSIDE OF BUILDING SLAB AND COORDINATE LOCATIONS WITH CIVIL DRAWINGS.


VICINITY MAP



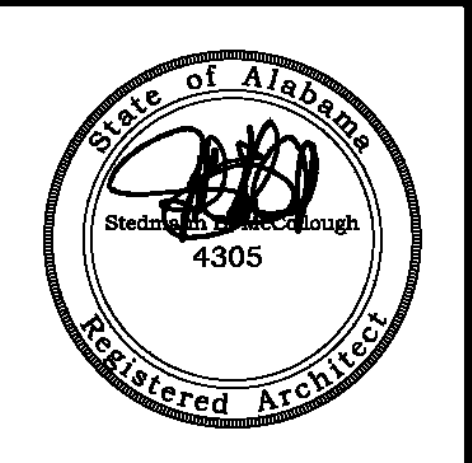
SITE MAP



INDEX TO DRAWINGS	
T1.1	TITLE SHEET; NOTES; VICINITY MAP
T1.2	SPECIFICATIONS
C1	ARCHITECTURAL SITE PLAN
F-1.0	FOUNDATION PLAN (FRONT)
D-1.0	DETAILS & SECTIONS
D-1.1	DETAILS & SECTIONS
D-1.2	DETAILS & SECTIONS
D-1.3	DETAILS & SECTIONS
D-1.4	DETAILS & SECTIONS
D-1.5	DETAILS & SECTIONS
LS1	LIFE SAFETY PLAN
A1.1	FLOOR PLAN, DETAILS, AND SCHEDULES
A1.2	MOE'S KITCHEN EQUIPMENT PLAN
A1.3	ROOF PLAN
A2.1	BUILDING ELEVATIONS AND SECTION
A3.1	WALL SECTIONS
P1.1	PLUMBING SCHEDULE MOE'S/BIG FISH
P2.1	OVERALL PLUMBING PLAN
P3.1	SANITARY PLAN
P4.1	PLUMBING DETAILS MOE'S
P4.2	PLUMBING DETAILS MOE'S
P5.1	PLUMBING DETAILS MOE'S/BIG FISH
M1.1	HVAC SCHEDULE MOE'S/BIG FISH
M2.1	OVERALL HVAC PLAN
M3.1	HVAC DETAILS MOE'S
E1.1	LEGEND, NOTES, SCHEDULE AND RISER
E2.1	POWER PLAN
E2.2	POWER PLAN ENLARGED
E3.1	LIGHTING PLAN
E4.1	PANEL SCHEDULES
F1.1	FIRE PROTECTION PLAN
F1.2	FIRE PROTECTION NOTES AND LEGEND



McCOLLOUGH
ARCHITECTURE, INC.
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE:

SHEET NO.:
T1.1
TITLE SHEET

GENERAL SPECIFICATIONS

Note:
Metal Building Contractor to provide recommendations and pricing for bracing and reinforcing the existing metal building structure.

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
- Submit three (3) copies of each request for product substitution.
 - Submit requests within 10 days after the Notice to Proceed.
 - Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Comparable Product Requests:
- Submit three (3) copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
 - Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - Store materials in a manner that will not endanger Project structure.
 - Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- E. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
- Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
- Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
 - Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
 - Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
 - Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
 - Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

3.1 REQUIRED SUBMITTALS

- Metal Building Shop drawings
- All interior and exterior finishes
- HVAC, Plumbing, and Electrical equipment/systems and fixtures

END OF SECTION

SECTION 13122 - PRE-ENGINEERED BUILDING SYSTEMS

PART 1 - GENERAL

This section specifies a rigid-frame type Metal Building System and/or Metal Building System type roofs.

1.1 SUMMARY

A.Section Includes:

- Structural Steel
- Secondary Framing
- Panels
- Flashing and Trim
- Vinyl Faced Blanket Insulation

1.2 QUALITY ASSURANCE

- A.The Metal Building System shall be designed, engineered, and fabricated by a Building Manufacturer who has been regularly engaged in the design, engineering and fabrication of the type and quality herein specified for a minimum of ten (10) years.
- B.The Building Manufacturer shall be certified for AISC's QUALITY CERTIFICATION, CATEGORY MB program. This project shall be engineered and fabricated to meet the requirements of the certification.
- C.All materials shall be new and unused prior to fabrication. The Building Manufacturer shall warrant the materials and workmanship for a period of one year after delivery.

1.3 DESIGN CRITERIA

A.Application Publications:

- For structural steel members, comply with AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings".
 - Design primary and secondary members and covering for applicable loads and combination of loads in accordance with latest edition of the Standard Building Code.
 - For welded connections, comply with AWS "Structural Building Code".
- B.Design Loads:
- Basic Design Loads:
 - Roof live load: 20 pounds per square foot. Tributary are live load reduction is permitted in accordance with the International Building Code.
 - Wind, Snow, and Seismic loads: Comply with the latest edition of the International Building Code for appropriate zones and load factors.
 - Dead load: Weight of all building components furnished by the metal building systems manufacturer.
 - Collateral loads: Minimum, 6 pounds per square foot. This includes, but is not limited to, HVAC ductwork, conduit, piping, suspended ceiling systems, and lighting.
 - Live load deflection of roof purlins shall be limited to L/180
 - The Building Manufacturer shall examine the plans for any special conditions, including but not limited to loads due to mechanical units, hanging loads due to cooler ceiling, wind loads and special deflection criteria for girts and purlins, and support of architectural.

1.4 SUBMITTALS

- A.Product Data: Submittal manufacturer's product information, specifications and installation instructions for building components and accessories.
- B.Shop Drawings: Submit complete erection drawings showing anchor bolts settings, sidewall, end wall, to clearly indicate proper assembly of building components.
- Anchor Bolts: Show location plan, size and projection of all anchor bolts required, include maximum base plate dimensions and reactions at each column.
 - Calculations: Submit all calculations pertinent to the project. Summarize all dead loads, live loads, collateral loads, wind velocity, deflection criteria, seismic factors, and other items considered in the design.
 - Where concentrated or other special loads are shown or specified on either architectural or engineering drawings, indicate these loads on the submittal.
 - Column line designation is to be same as shown on architectural and structural drawings.
 - Shop drawings shall be stamped/sealed, signed and dated by an Alabama Registered Structural Engineer.
- C.Samples: Panel colors
- D.Certification: Submit written certification letter prepared and signed by a Professional Engineer, registered to practice in the State where building is to be erected, verifying that building design meets indicated loading requirements and codes of authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING

A.Deliver and store prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Store all metal sheets and panels, so that water accumulations will drain freely. Do not store sheets or panels in contact with other materials which might cause staining.

1.6 SPECIALTY PROJECT WARRANTY

- A.Provide written warranty, signed by metal roofing manufacturer and his authorized installer agreeing to replace/repair defective materials and workmanship and repair leaks. Repairs and replacements required because of events beyond Contractor/Installer/Manufacturer control or which exceed performance requirements shall be completed by Contractor/Installer and paid for by Owner.
- B.Warranty period is 10 years after date of substantial completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A.Specified building is based on "Ruffin Metal Buildings" products to establish project requirements. Subject to compliance with specified requirements. Furnish products by one of the following:

- Ruffin Metal Buildings
- Butler Manufacturing Co.
- American Buildings Co.

2.2 MATERIALS

- A.Hot-Rolled Structural Shapes: ASTM A36 or A529
- B.Members Fabricated from Plate or Bar Stock: 42,000 psi minimum yield strength; ASTM A 529, A 570, or A 572
- C.Members Fabricated Cold Forming: ASTM A 607, Grade 50
- D.Galvanized Steel Sheet: ASTM A 446 with G 90 coating; "Class" to suit building manufacturer's standards.

2.3 STRUCTURAL STEEL

- A.Rigid Frames: Hot rolled structural steel. Factory welded and shop painted built-up "I" shape frame consisting of tapered or parallel flange beams and straight and tapered columns. Furnish complete with attachment plates, bearing plates, and splice members. Factory drilled for bolted field assembly.
- B.End Wall Columns: Factory welded, built-up "I" shape or cold formed sections. Fabricate of minimum 14 gage material. Shop painted.
- C.Wind Bracing: Portal Frames and Wind Beams only.
- D.Secondary Framing: Purlins, girts, bat channels, eave struts, end wall beams, flange and sag bracing; minimum 16 ga. Cold framed sections. Shop painted. Note wall girts no lower than 11 ft. above slab on open part of building.
- E.Base Channel, sill angle, end wall structural members (except columns and beams), purlin spacers; minimum 14 ga. Cold formed steel, galvanized.
- F.Bolts: ASTM A 307 or A 325 as necessary for design loads and connection details. Shop painted, except provide zinc- or cadmium-plated units when in direct contact with panels.
- G.Shop Painting: Clean surfaces to be primed of loose mill scale, rust, dirt, oil, grease, and other matter precluding paint bond.
- H.Prime structural steel primary and secondary framing members with manufacturer's standard rust-inhibitive primer having over 50% rust inhibitive pigment, such as red-lead mixed pigment alkylid varnish (FS TT-P-86, Type II) or zinc chromate iron-oxide alkylid (TT-P-636)

2.4 PANELS

- A.General: Provide roofing and siding sheets formed to general profile or configuration as indicated. Provide flashings, closers, fillers, metal expansion joints, ridge covers and other sheet metal accessories, factory formed of same material and finish as roofing.
- Zinc-Coated Steel Sheets: ASTM A 446, Grade C, with G 90 coating complying with ASTM A 525.
 - Metal thickness: 26 gauge
- B.Panel Types:
- A.Roof Panels: Galvalume PBR Roof System.
- B.Sheet Panel Fasteners: Manufacturer's standard system of self-tapping screws, bolts, and nuts, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads.
- Provide metal-backed neoprene washers under heads of fasteners bearing on weather side of panels.
 - Use aluminum or stainless steel fasteners for exterior application and galvanized or cadmium plated fasteners for interior applications.
 - Locate and space fastenings for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer.
 - Provide fasteners with heads matching color of roofing or siding sheets by means of plastic caps or factory applied coating.
- D.Flexible Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing, cut or pre-molded to match corrugation of roofing and siding sheets. Provide where indicated and necessary to ensure weather tight construction.
- E.Sealing Tape: 100% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than ½" wide and 1/8" thick, non-staining and permanently elastic.
- F.Joint Sealant: One-part elastomeric; polyurethane, polysulfide, or silicon rubber as recommended by building manufacturer.

2.5 FLASHING AND TRIM:

- A.Provide coated steel accessories with coated steel roofing and siding.
- B.Gutters: Formed in sections not less than 8 ft. in length, complete with end pieces, outlet tubes, and special pieces that may be required. Join sections with riveted and soldered or sealed joints. Provide expansion type slip joint at center of runs. Furnish gutter supports spaced at 36" o.c., constructed of same metal as gutters. Gutter to be sized by vender. Finish color as selected by Architect.
- C.Downspouts: Formed in sections approximately 10 ft. long, complete with elbows and offsets. Join sections with minimum 1-1/2" telescoping joints. Provide fasteners for top, bottom, and 5' O.C. intermediately between, designed to securely hold downspouts not less than 1" away from walls. The manufacturer shall size the downspouts. Finish downspouts to match wall panels.
- D.Flashings and Trim: Form wall trim, masonry and metal panel cap flashing, edge trims, flexible seals and rake trim to configurations shown on the drawings. Fabricate components having finish to match wall panels.

2.6 BLANKET INSULATION

- Specified Product: R-10 (3" VR Insulation in roof only) equal to Certain Teed Corp.; MBI 202.
- Accessories:
- Double Faced Tape: Use for attaching insulation to framing members during installation.
 - Spray adhesive: Use for sealing tabs, adhering fiberglass to metal, repairing or splicing facings.
 - Facing Tape: Pressure sensitive with matching facer and peel-off paper backing. Use to repair facing.

B.PART 3 - EXECUTION

3.1 ERECTION

- A.Framing: Erect structural framing true to line, level and plumb, rigid and secure. Level base plates to a true even plane with full bearing to supporting structures. Use a non-shrinking grout, where required, to obtain uniform bearing and to maintain a level base line elevation. Moist cure grout for not less than 7 days after placement.
- B.Purlins and Girts: Provide rake or gable purlins with tight fitting closure channels and fascias. Locate and space wall girts to suit door and window arrangements and heights. Secure purlins and girts to structural framing and hold rigidly to a straight line by sag rods. NOTE: Wall girts at main building (east and west open wall conditions) shall be no lower than 11 ft. above finished slab elevation.
- C.Bracing: Provide portal frames for all bracing, as required by design. Coordinate with architectural drawings.
- D.Framed Openings: Provide shapes of proper design and size to reinforce opening and to carry loads and vibrations imposed, including equipment furnished under mechanical or electrical work. Securely attach to building structural frame.

3.2 BLANKET INSULATION

- A.Placing: Place blankets in full length pieces, with courses perpendicular to framing members and facer to the side.
- Set double stick tape on framing members in contact with blankets, to temporarily hold blankets in place unit; wall panels are installed
 - Stretch blankets tight across taped framing members and install wall panels.
- B.Sealing: Staple and fold facing tabs up into joint between courses as each course is placed, to form complete vapor barrier.
- C.Repairing: Repair cuts and tears in facer with facing tape and spray adhesive.
- D.Protecting: Do not leave blankets exposed to weather. Place only as many courses as can be covered with panels on same day.

3.3 PANELS

- A.General:
- Comply with panel fabricator's and material manufacturer's instructions and recommendation for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal/structural movement.
 - Installation Tolerances: Shim and align panel units within installed tolerance of ¼" in 20'-0" on level/plumb/slope and location/line as indicated, and within 1/8" offset of adjoining faces and of alignment of matching profiles.
 - Joint Sealers: Install closures and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of closures and sealants recommended by panel manufacturer.
- B.Roof Panels: Install lap type roof panels over blanket insulation and fasten to purlins.
- C.Wall Panels: Align bottoms of wall panels and fasten panels with blind rivets, bolts or self-tapping screws, to girts. Fasten flashings, trim around openings, etc. with self-tapping screws.
- D.Sheet Metal Accessories: Install gutters, downspouts, and other sheet metal accessories in accordance with manufacturer's recommendations for positive anchorage to building and weather tight mounting.

SCALE:

SHEET NO.:



McCOLLOUGH
ARCHITECTURE, INC.
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



TENANT FIT-UP BUILDING (PHASE 2)

FOR THE
FOLEY FARMERS' MARKET

FOLEY
ALABAMA

JOB NO.:

DRAWN: CAB

CHECKED: SBM

DATE: 6.20.14

REVISION:

SCALE:

SHEET NO.:

T1.2

SPECIFICATIONS



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36547-6310
PHONE: 251-968-7222



TENANT FIT-UP BUILDING (PHASE 2)

FOR THE
FOLEY FARMERS' MARKET

FOLEY
ALABAMA

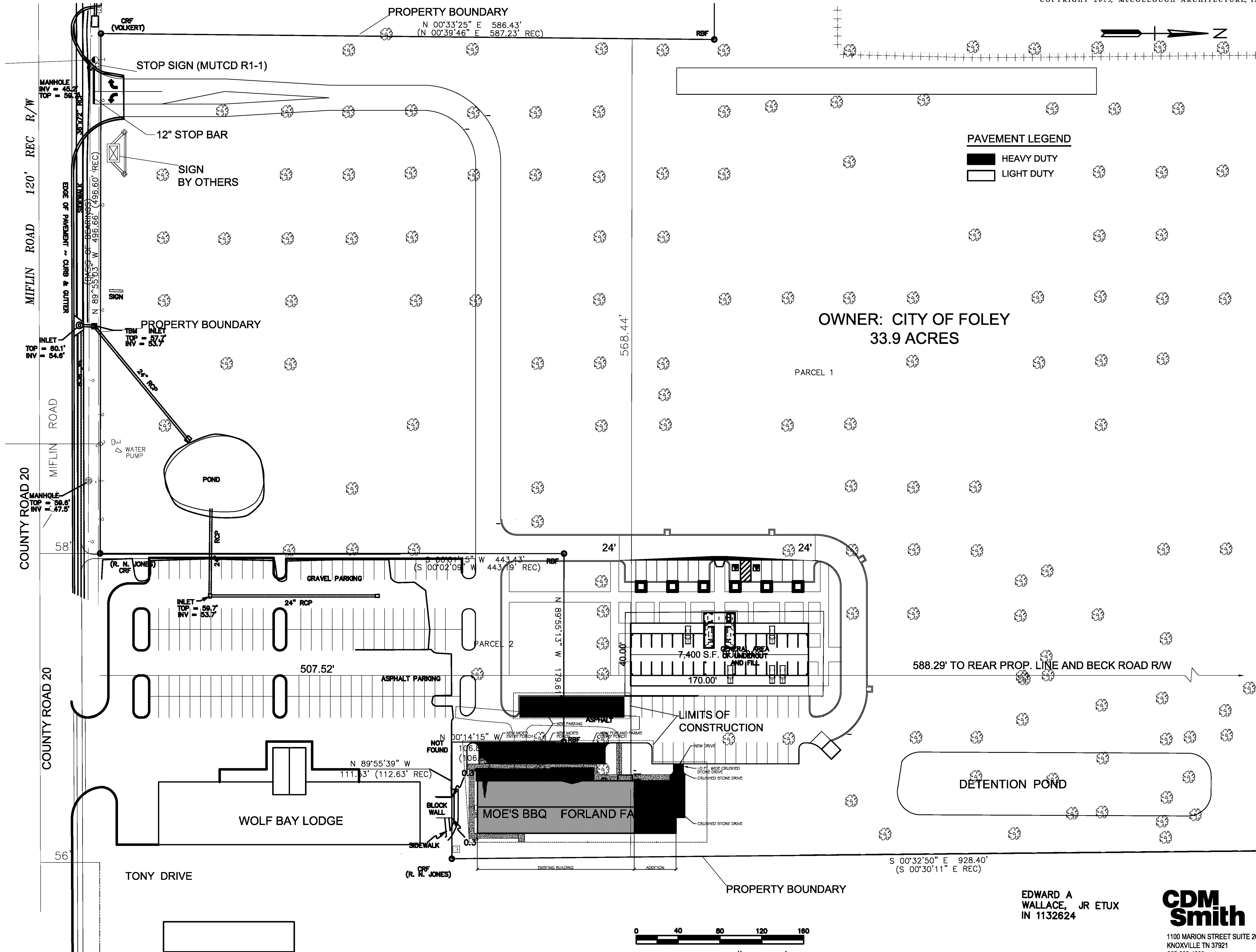
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DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE: 1"=40'-0"

SHEET NO.:

C1

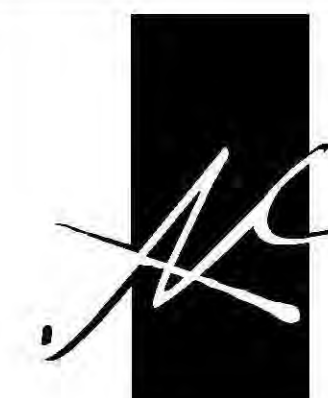
ARCHITECTURAL
SITE PLAN



EDWARD A
WALLACE, JR ETUX
IN 1132624

**CDM
Smith**

1100 MARION STREET SUITE 200
KNOXVILLE TN 37921
865-963-4300



**McColough
ARCHITECTURE, INC.**
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36547-6310
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TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

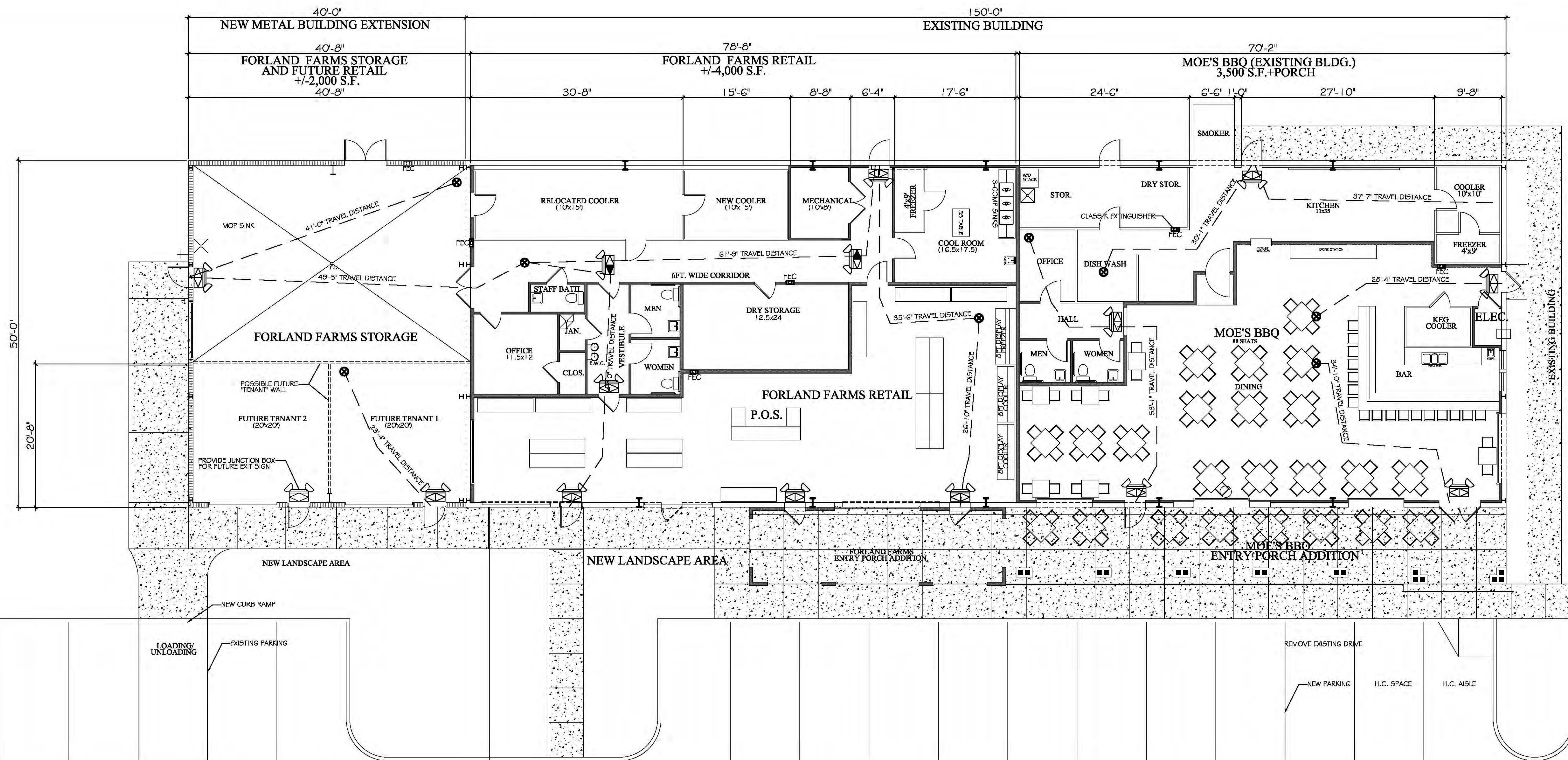
JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE:

SHEET NO.:

LS1

LIFE SAFETY PLAN



BUILDING CODES

-2009 INTERNATIONAL BUILDING CODE ("IBC")
-2009 INTERNATIONAL PLUMBING CODE ("IPC")
-2009 INTERNATIONAL MECHANICAL CODE ("IMC")
-2009 INTERNATIONAL FIRE CODE ("IFC")
-2011 NATIONAL ELECTRICAL CODE ("NEC")
-AMERICANS WITH DISABILITIES ACT ("ADA")

PROJECT CODE SUMMARY

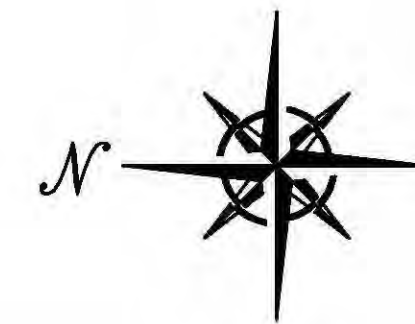
CONSTRUCTION TYPE:	VB; SPRINKLERED		
TOTAL BUILDING AREA:	10,000 SQ. FT.		
OCCUPANCY CLASSIFICATION:	NON-SEPARATED MIXED-USE (A2; M; S2)		
OCCUPANT LOAD:	193 TOTAL		
A2 (Moe's)-3,520 s.f.	124		
Dining Area:	1,720 s.f. @ 15 s.f./person	115 people	
Kitchen:	1,451 s.f. @ 200 s.f./person	8 people	
Accessory:	182 s.f. @ 300 s.f./person	1 person	
M (Forland Farms Retail)-3,958 s.f.	62		
M (Retail):	1,853 s.f. @ 30 s.f./person	55 people	
Office:	138 s.f. @ 100 s.f./person	2 people	
Storage:	753 s.f. @ 300 s.f./person	3 people	
Kitchen:	288 s.f. @ 200 s.f./person	2 people	
*S2 (Forland Farms Storage)-2,033 s.f.	7		
S2 (Storage):	1,942 s.f. @ 300 s.f./person	7 people	

*When the future tenant space is built out as shown on the Floor Plan, the occupancy of that area will convert to Mercantile (M). These new spaces will meet the single exit requirement based on table 1015.1

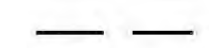
STORIES:	1
SPRINKLER:	YES
FIRE ALARM:	YES
EXIT TRAVEL DISTANCE:	<200 FT.
EXITS:	10
FIRE RATED AREAS:	NONE REQUIRED
FIRE EXTINGUISHER CABINETS:	5 (75ft. Max. Travel Dist.)

LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"



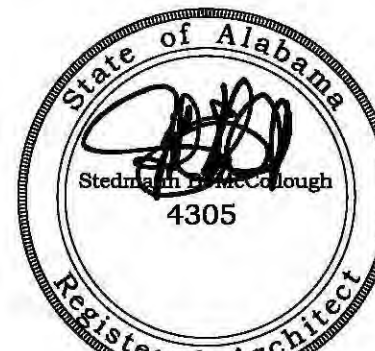
LEGEND

DIRECTION OF ARROW
EMERGENCY EXIT SIGNEXTINGUISHER CABINET
(FULLY RECESSED IF 6" WALL,
SEMI RECESSED IF 4")
PROVIDE FOR CLASS K
EXTINGUISHER IN KITCHEN

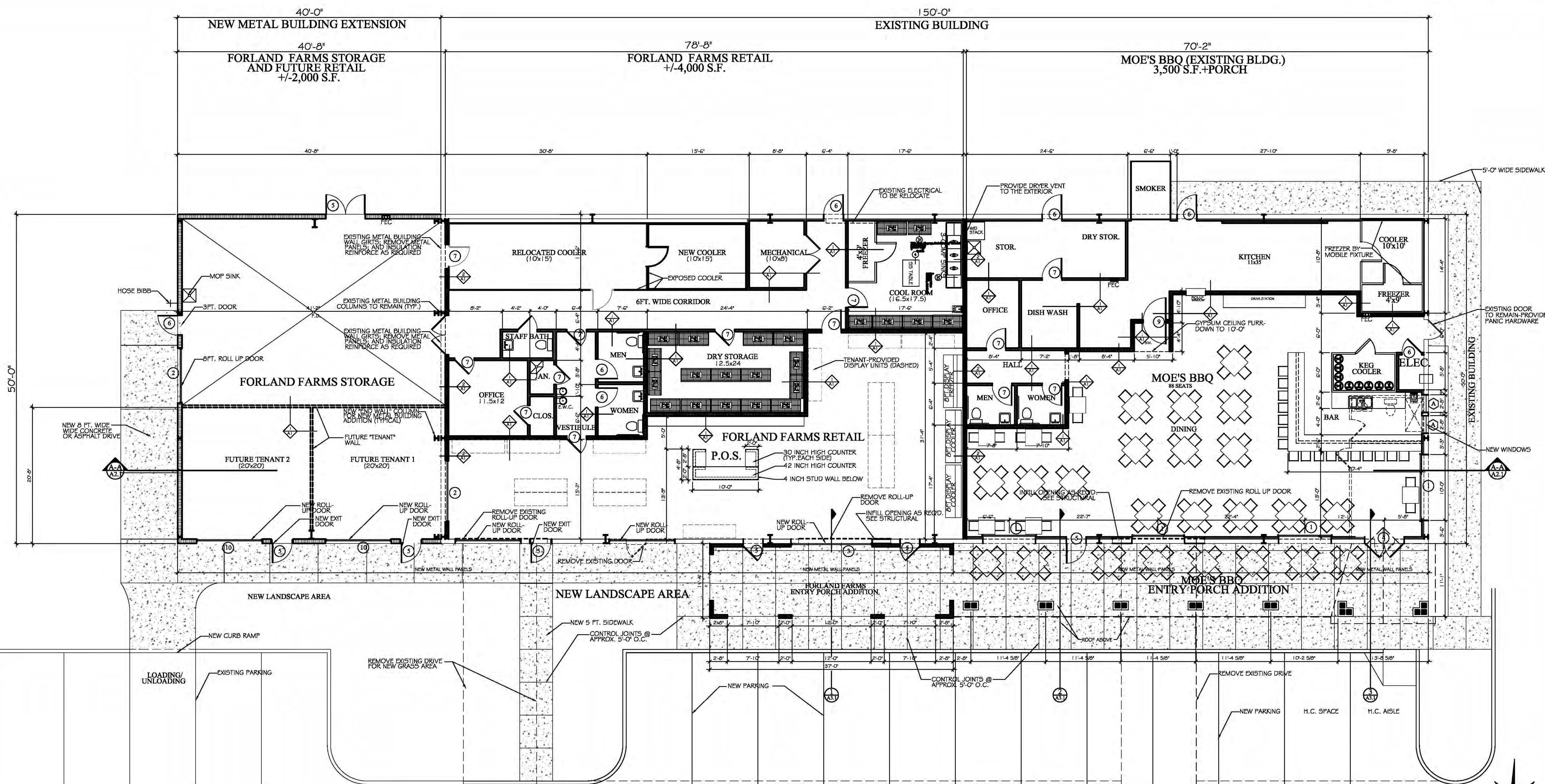
COMMON PATH OF TRAVEL



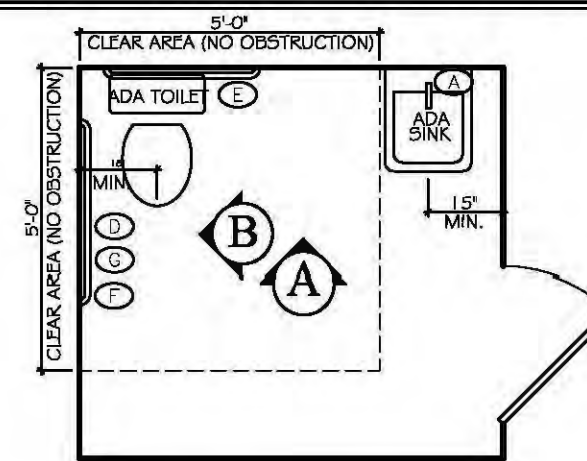
**McColloough
ARCHITECTURE, INC.**
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222



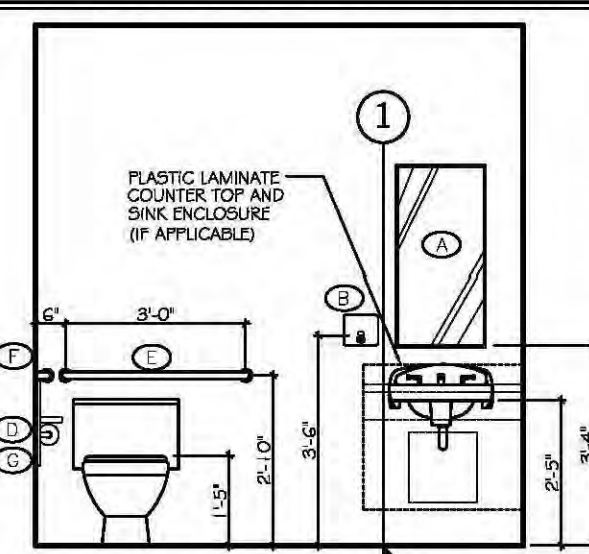
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA



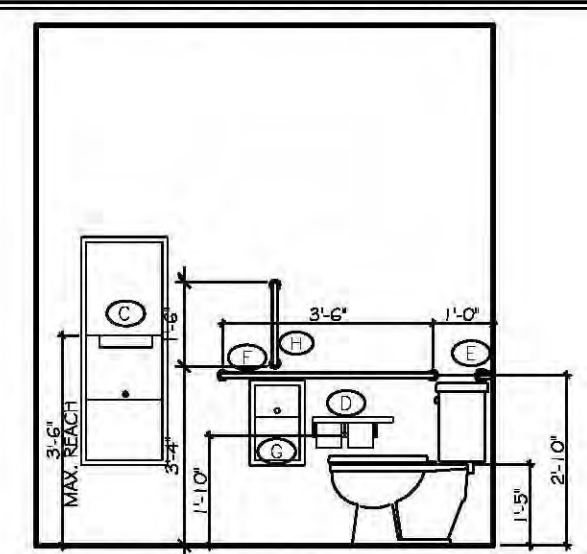
TYPICAL MEN & WOMEN BATHROOM FIXTURE DETAILS



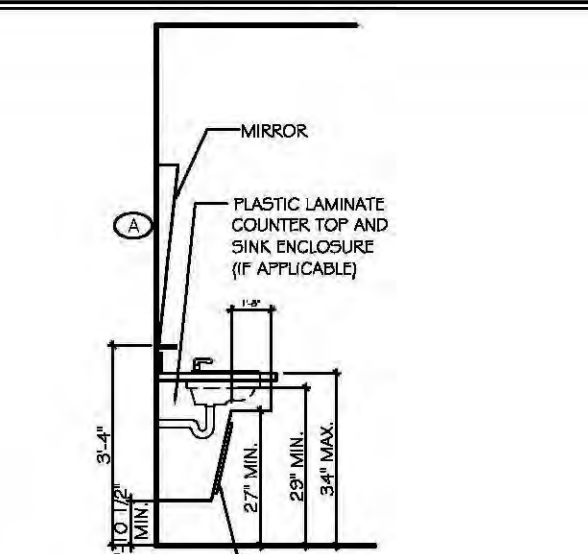
ACCESSIBLE TOILET ROOM
FLOOR PLAN
NOT TO SCALE



A ELEVATION
NOT TO SCALE



B ELEVATION
NOT TO SCALE



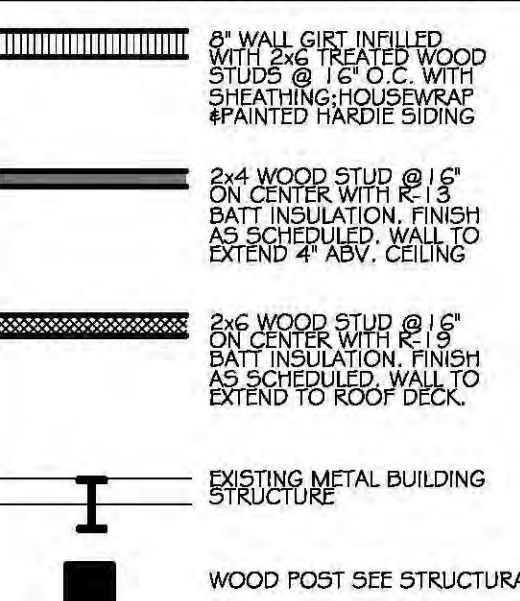
1 VANITY SECTION
NOT TO SCALE

ACCESSORIES SCHEDULE

SYMBOL	DESCRIPTION
1	ACCESSIBLE MIRROR UNIT (MIR)
2	SOAP DISPENSER (SD)
3	PAPER TOWEL DISP./WASTE RECEPT. (PTD)
4	TOILET PAPER DISPENSER (TPD)
5	36" REAR GRAB BAR (GB)
6	42" SIDE GRAB BAR (GB)
7	SANITARY NAPKIN DISPOSAL (SND)
8	1" VERTICAL GRAB BAR

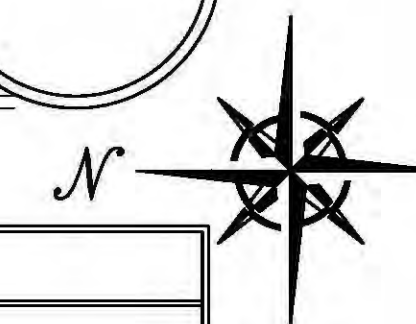
NOTE: PROVIDE BLOCKING IN WALLS AS REQUIRED FOR ALL ACCESSORIES.

WALL LEGEND



FLOOR PLAN

SCALE: 1/8" = 1'-0"



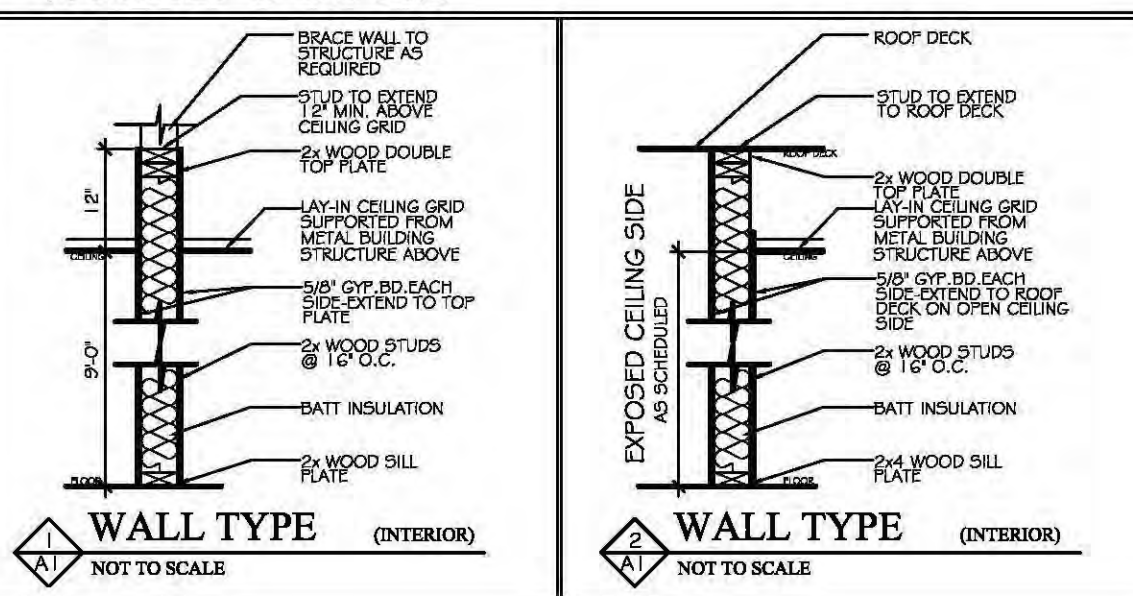
ROOM FINISH SCHEDULE

ROOM NAME	FLOOR	FLOORS	BASE MATERIALS	WALLS	FINISH MATERIAL	CEILING	REMARKS
MOE'S							
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	0'-8"
DINING AREA	STAINED CONC.	WOOD METALWOOD*	PAINT	EXPOSED M.B.	PAINT	OPEN	*42" HIGH CORRUGATED METAL WAINSCOT
ELECTRICAL	STAINED CONC.	GYP.	PAINT	V.A.C.T.	-	1'-10"	*FRP UP TO 42"
BAR	QUARRY TILE	Q. TILE FRP/GYP.	PAINT	V.A.C.T.	-	1'-10"	*FRP UP TO 42"
HALL	STAINED CONC.	WOOD METALWOOD*	PAINT	EXPOSED M.B.	PAINT	OPEN	*42" HIGH C.M. WAINSCOT
MEN	TILE	C.M.	-	A.C.T.*	-	9'-0"	
WOMEN	TILE	C.M.	-	A.C.T.*	-	9'-0"	
KITCHEN	QUARRY TILE	Q. TILE FRP	PAINT	V.A.C.T.	-	1'-0"	
DISHWASH	QUARRY TILE	Q. TILE FRP	PAINT	V.A.C.T.	-	1'-0"	
DRY STORAGE	QUARRY TILE	Q. TILE FRP	PAINT	V.A.C.T.	-	1'-0"	
OFFICE	STAINED CONC.	WOOD GYP.	PAINT	V.A.C.T.	-	9'-0"	
FORLAND FARMS							
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	1'-0"
RETAIL	STAINED CONC.	WOOD METALWOOD*	PAINT	EXPOSED M.B.	PAINT	OPEN	*HARDIE PANELS WITH 1x2 BATTIS 4 FT. O.C.
COOL ROOM	QUARRY TILE	Q. TILE FRP	PAINT	V.A.C.T.	-	9'-0"	*HARDIE PANELS WITH 1x2 BATTIS 4 FT. O.C.
MECHANICAL	SEALED CONC.	VINYL GYP.	PAINT	OPEN	-	-	ABOVE RPT. TO BE PAINTED PLYWOOD W/ 2 INCH BATTIS
NEW COOLER	-	-	-	A.C.T.*	-	-	*CEILING SYSTEM TO RUN ABOVE COOLER UNIT
EXISTING COOLER	-	-	-	A.C.T.*	-	-	*CEILING SYSTEM TO RUN ABOVE COOLER UNIT
6FT. CORRIDOR	SEALED CONC.	VINYL GYP.	PAINT	A.C.T.	-	9'-0"	
DRY STORAGE	SEALED CONC.	VINYL GYP.	PAINT	A.C.T.	-	9'-0"	
MEN	TILE	C.M.	-	A.C.T.	-	9'-0"	*EPOXY PAINT
WOMEN	TILE	C.M.	-	A.C.T.	-	9'-0"	*EPOXY PAINT
STAFF BATH	TILE	GYP.	PAINT	A.C.T.	-	9'-0"	*EPOXY PAINT
OFFICE	SEALED CONC.	VINYL GYP.	PAINT	A.C.T.	-	9'-0"	
FUTURE TENANT 1	SEALED CONC.	VINYL GYP.	PAINT	OPEN	-	-	
FUTURE TENANT 2	SEALED CONC.	VINYL GYP.	PAINT	OPEN	-	-	
FORLAND STORAGE	SEALED CONC.	-	METAL BLDG.	-	OPEN	-	

ABBREVIATIONS

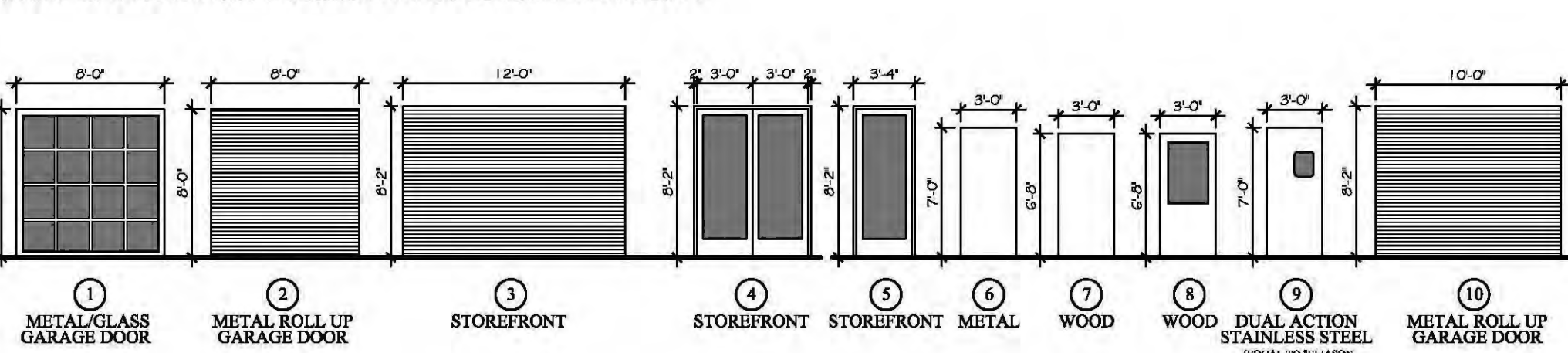
P.T. O.C. FRP MIN. CONC. EA.	PRESSURE TREATED ON CENTER FIBER-REINFORCED PANEL MINIMUM CONCRETE EACH	F.F.E. GYP. BD. M.R.GYP. C.M. A.C.T. V.A.C.T.	FINISHED FLOOR ELEVATION MOISTURE RESISTANT GYPSUM BOARD CORRUGATED METAL PANEL ACoustICAL CEILING TILE VINYL ACoustICAL CEILING TILE
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WALL TYPES



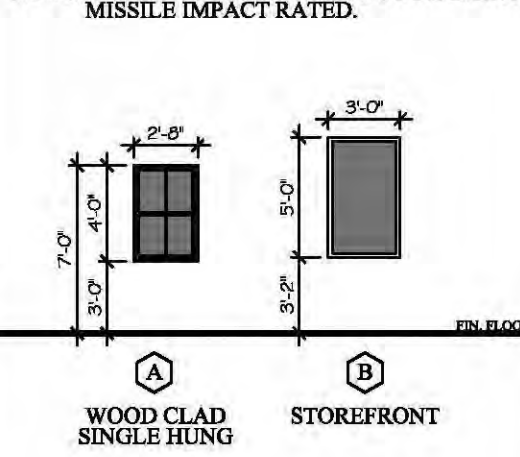
DOOR TYPES

NOTE: ALL EXTERIOR DOORS/STOREFRONT TO BE LARGE MISSILE IMPACT RATED.



WINDOW TYPES

NOTE: ALL EXTERIOR WINDOWS TO BE LARGE MISSILE IMPACT RATED.



JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:
A1.1
FLOOR PLAN, DETAILS
AND SCHEDULES



McCollough
ARCHITECTURE, INC.
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222

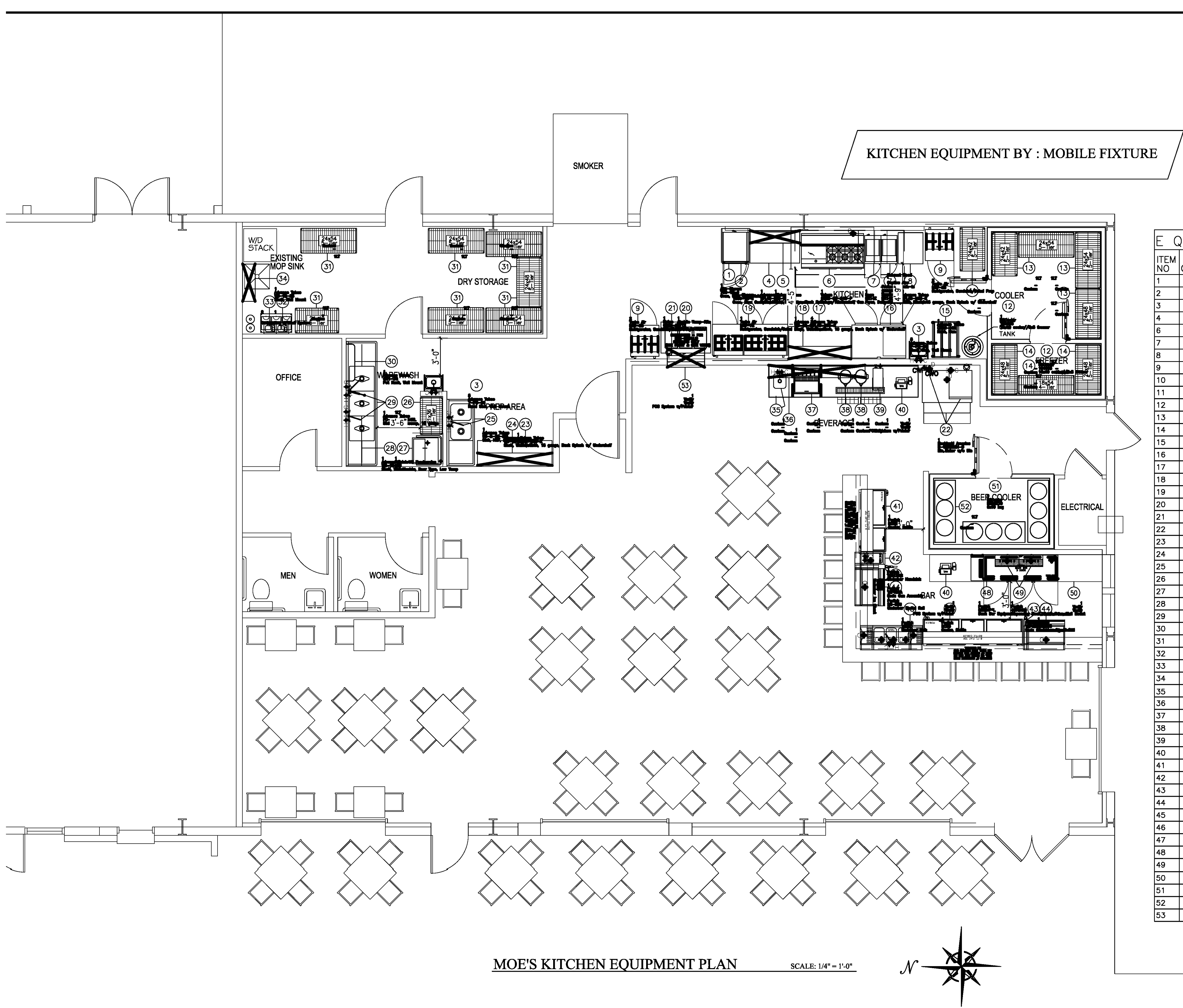
BY OTHERS

TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE:
SHEET NO.:

A1.2
KITCHEN EQUIPMENT
PLAN



EQUIPMENT SCHEDULE			
ITEM NO	QTY	EQUIPMENT CATEGORY	EQUIPMENT REMARKS
1	1	OVEN, SLOW COOK/HOLD	
2	1	OVEN, SLOW COOK/HOLD	
3	4	HAND SINK, WALL MOUNT	
4	1	TABLE, WORK, W/BACK SPLASH & UNDERSHELF	
6	1	RANGE, RESTAURANT, GAS	
7	2	FRYER, DEEP FAT, ELECTRIC	
8	1	TABLE, WORK, W/BACK SPLASH & UNDERSHELF	
9	2	REFRIGERATOR, SANDWICH/SALAD PREP	
10	1	EXHAUST HOOD	
11	1	SHELVING, WIRE	
12	1LT	COOLER/FREEZER COMBO	
13	1LT	SHELVING, WIRE	
14	1LT	SHELVING, WIRE	
15	1	CAN RACK, MOBILE	
16	1	FREEZER, REACH-IN	
17	1	TABLE, WORK, W/BACK SPLASH & UNDERSHELF	
18	1	SHELF, WALL MOUNT	
19	1	REFRIGERATOR, SANDWICH/SALAD PREP	
20	1	HOT FOOD TABLE	
21	1	WARMER, FOOD OVERHEAD	
22	1	ICE MAKER W/BIN & WATER FILTER	
23	1	TABLE, WORK, W/BACK SPLASH & UNDERSHELF	
24	1	SHELF, WALL MOUNT	
25	1	SINK, 2 COMPARTMENT	
26	1	CLEAN DISH RACK	
27	1	DISH MACHINE	
28	1	SHELF, WALL MOUNT	
29	1	SINK, 3 COMPARTMENT	
30	1	POT RACK, WALL MOUNT	
31	1LT	SHELVING, WIRE	
32	1	BAG-N-BOX SYSTEM	BY OTHERS
33	2	CARBONATOR W/SHELF	BY OTHERS
34	1	SHELF, WALL MOUNT	
35	1	BEVERAGE COUNTER W/DROP-IN HAND SINK	
36	1	SHELF, WALL-MOUNT	
37	1	SODA DISPENSER	BY OTHERS
38	2	TEA DISPENSER	BY OTHERS
39	1	TEA BREWER	BY OTHERS
40	3	POS SYSTEM W/PRINTER	BY OTHERS
41	1	COOLER, BOTTLE	
42	1	UNDERBAR HAND SINK	
43	2	UNDERBAR SODA GUN	
44	2	UNDERBAR ICE WELL	
45	1	UNDERBAR SINK	
46	1	COOLER, BOTTLE	
47	-	-SPARE NUMBER-	
48	1	BACK BAR EQUIPMENT	
49	1	DISPENSING HEAD, DRAFT BEER, DIRECT DRAW	12 TAPS - BY DISTRIBUTOR
50	1	BACKBAR COUNTER	BY OTHERS
51	1	BEER COOLER	
52	1	KEG SHELVING	
53	1	PASS-THRU SHELF	BY OTHERS



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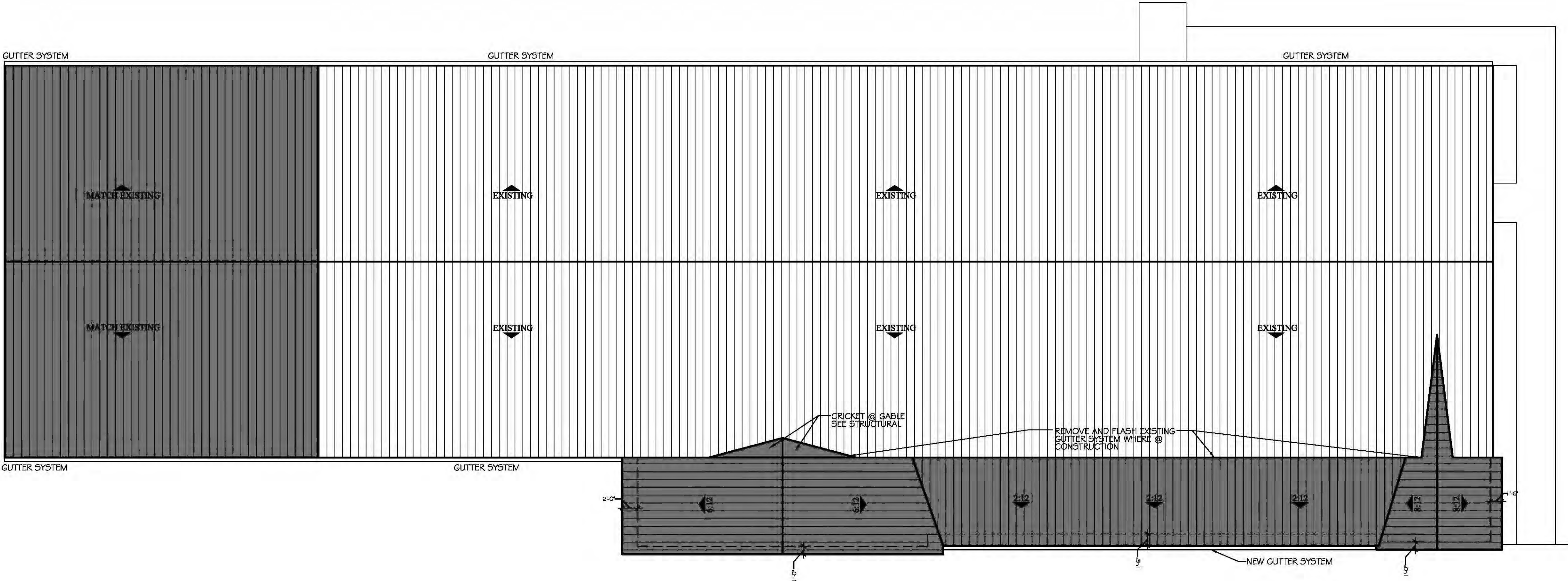
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:	
DRAWN:	CAB
CHECKED:	SBM
DATE:	6.20.14
REVISION:	

SCALE:

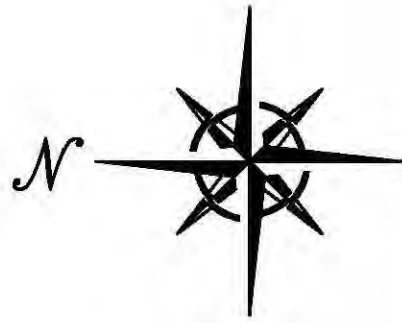
SHEET NO.:

A1.3
ROOF PLAN

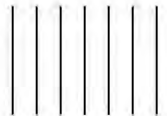


ROOF PLAN


SCALE: 1/8" = 1'-0"




LEGEND



EXISTING BUILDING
(INCLUDES REMOVAL
AND RE-ROOFING)



NEW METAL ROOF



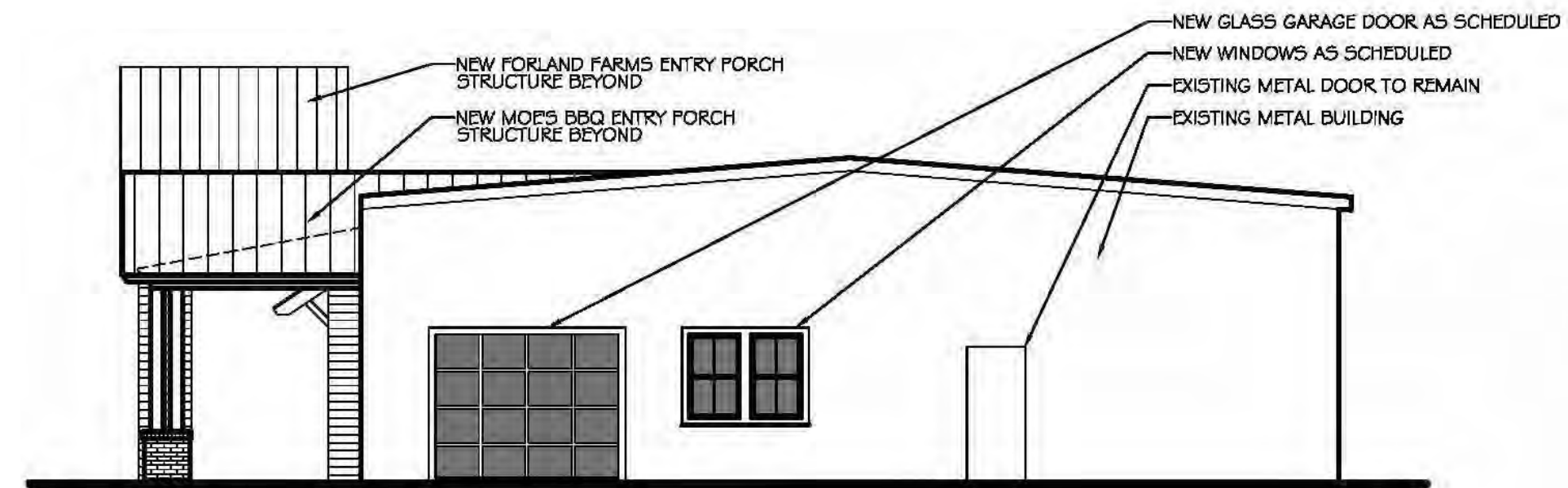
2:12
ROOF SLOPE
DIRECTION OF SLOPE

ALL METAL ROOF PANELS TO BE PROVIDED BY THE
METAL BUILDING MANUFACTURER.



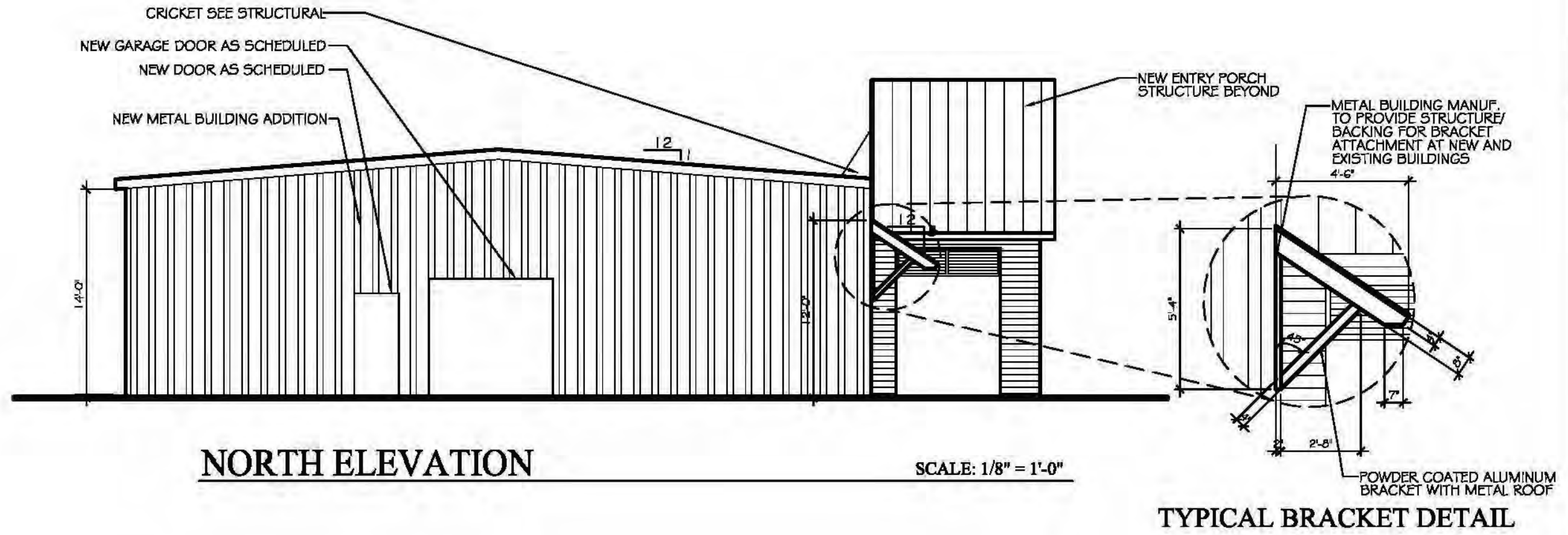
WEST (FRONT) ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

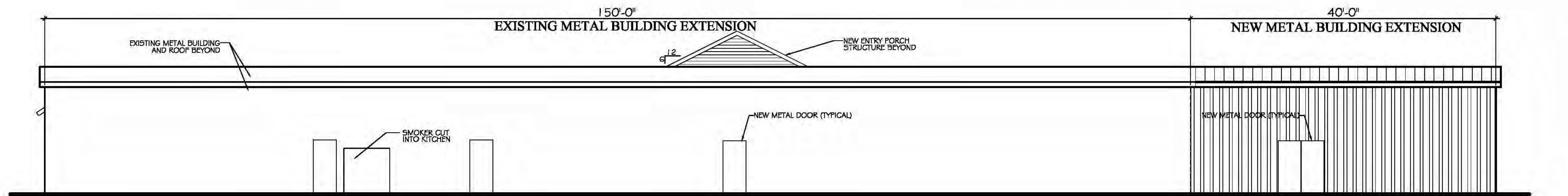
SCALE: 1/8" = 1'-0"



NORTH ELEVATION

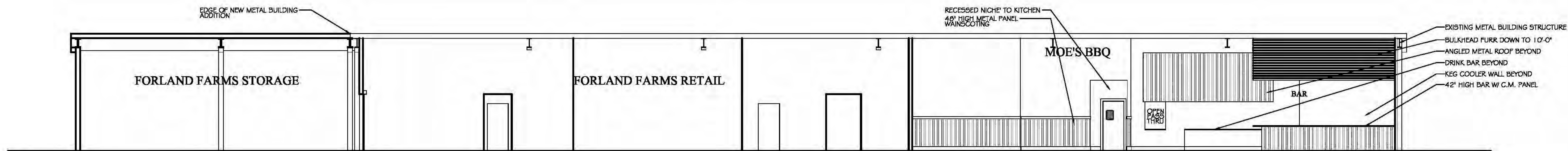
SCALE: 1/8" = 1'-0"

TYPICAL BRACKET DETAIL



EAST ELEVATION

SCALE: 1/8" = 1'-0"



A-A BUILDING SECTION

SCALE: 1/8" = 1'-0"



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TENANT FIT-UP BUILDING (PHASE 2)

FOR THE
FOLEY FARMERS' MARKET

FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE:

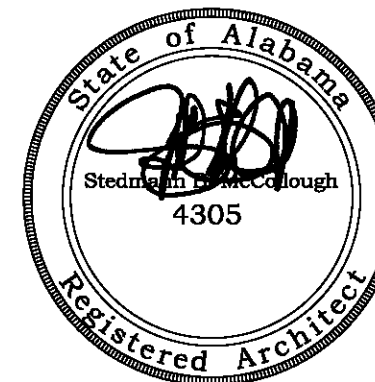
SHEET NO.:

A2.1

EXTERIOR ELEVATIONS



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TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

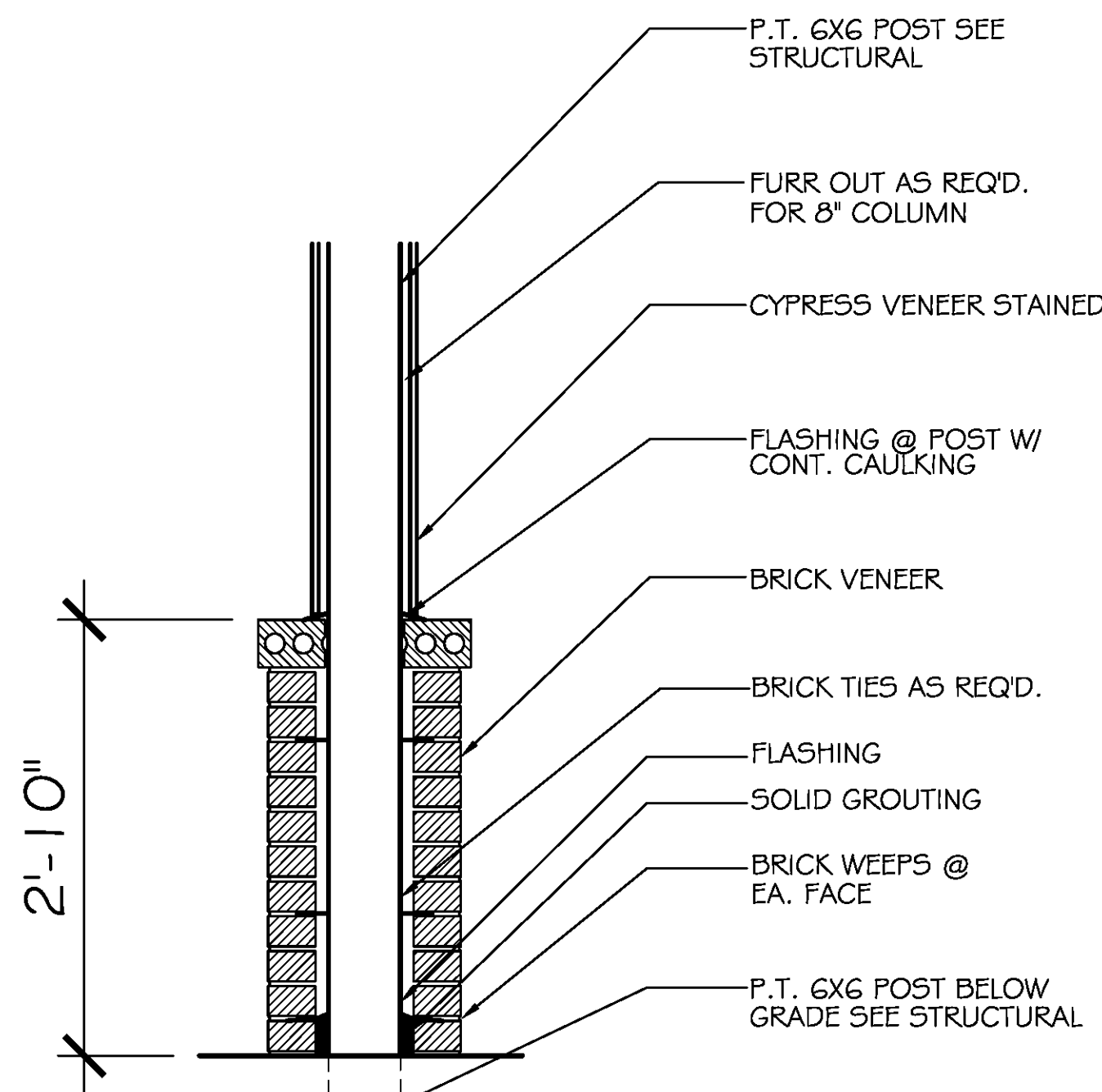
JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 6.20.14
REVISION:

SCALE: 1/2"=1'-0"

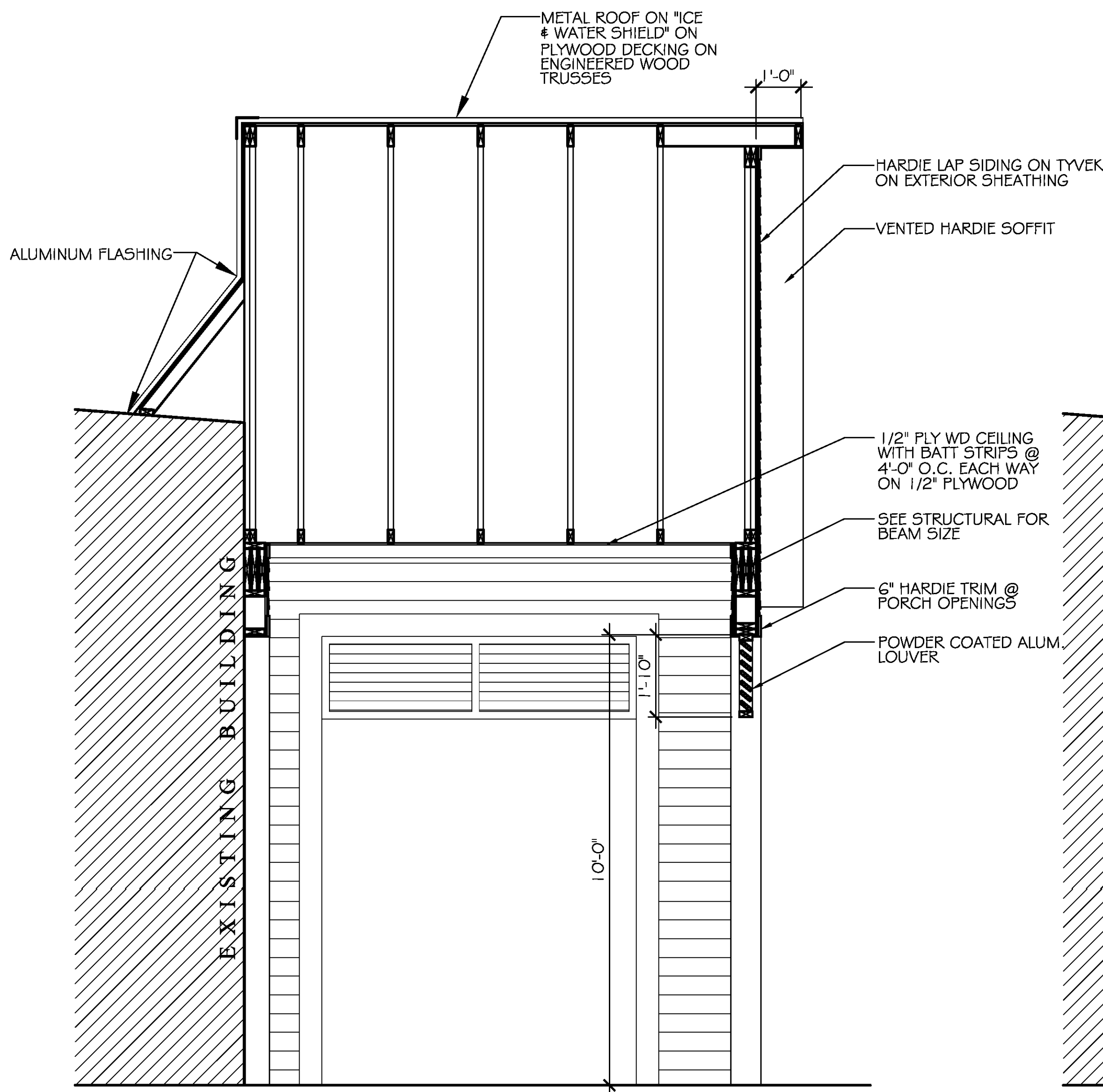
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A3.1

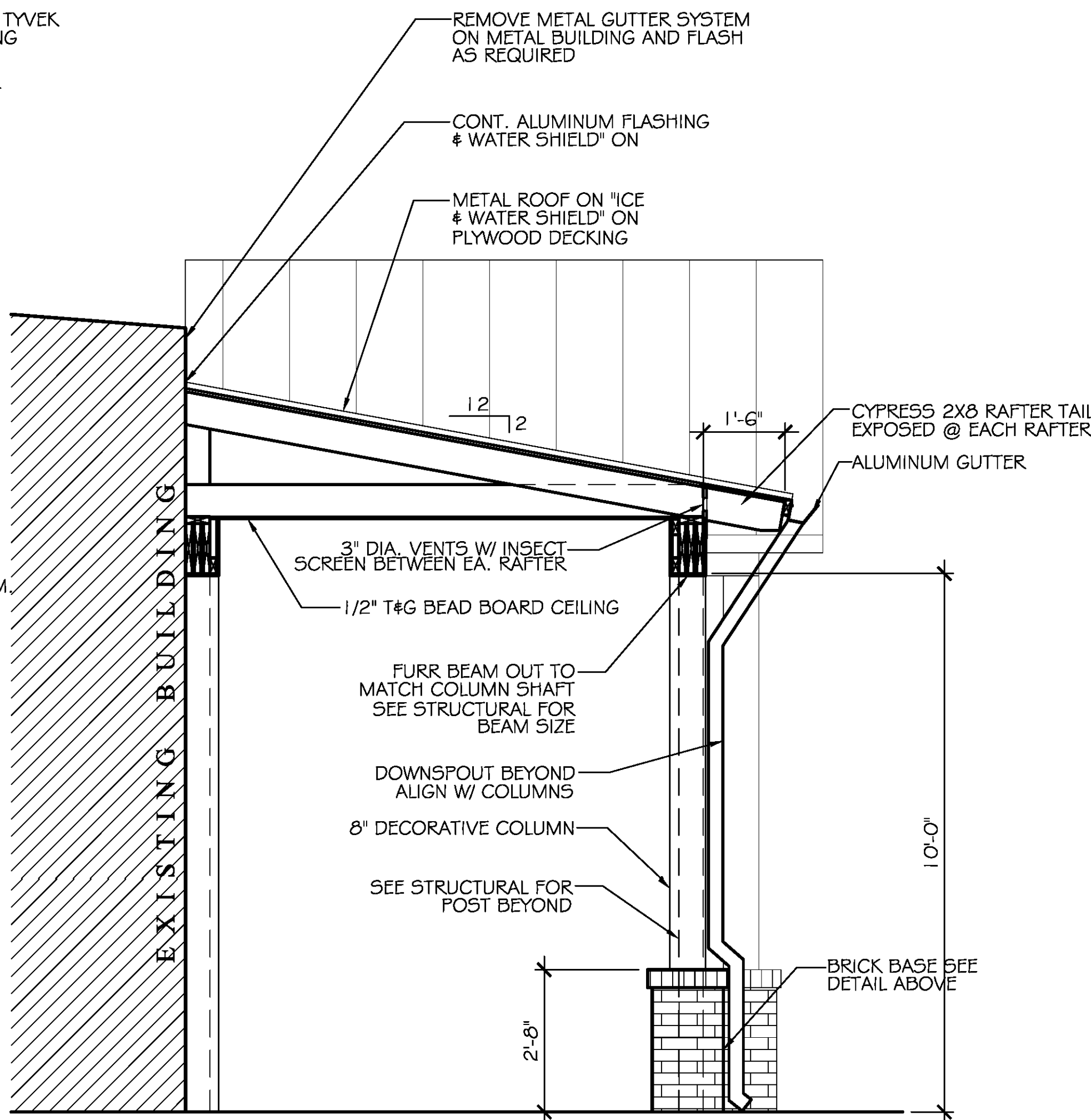
SECTIONS



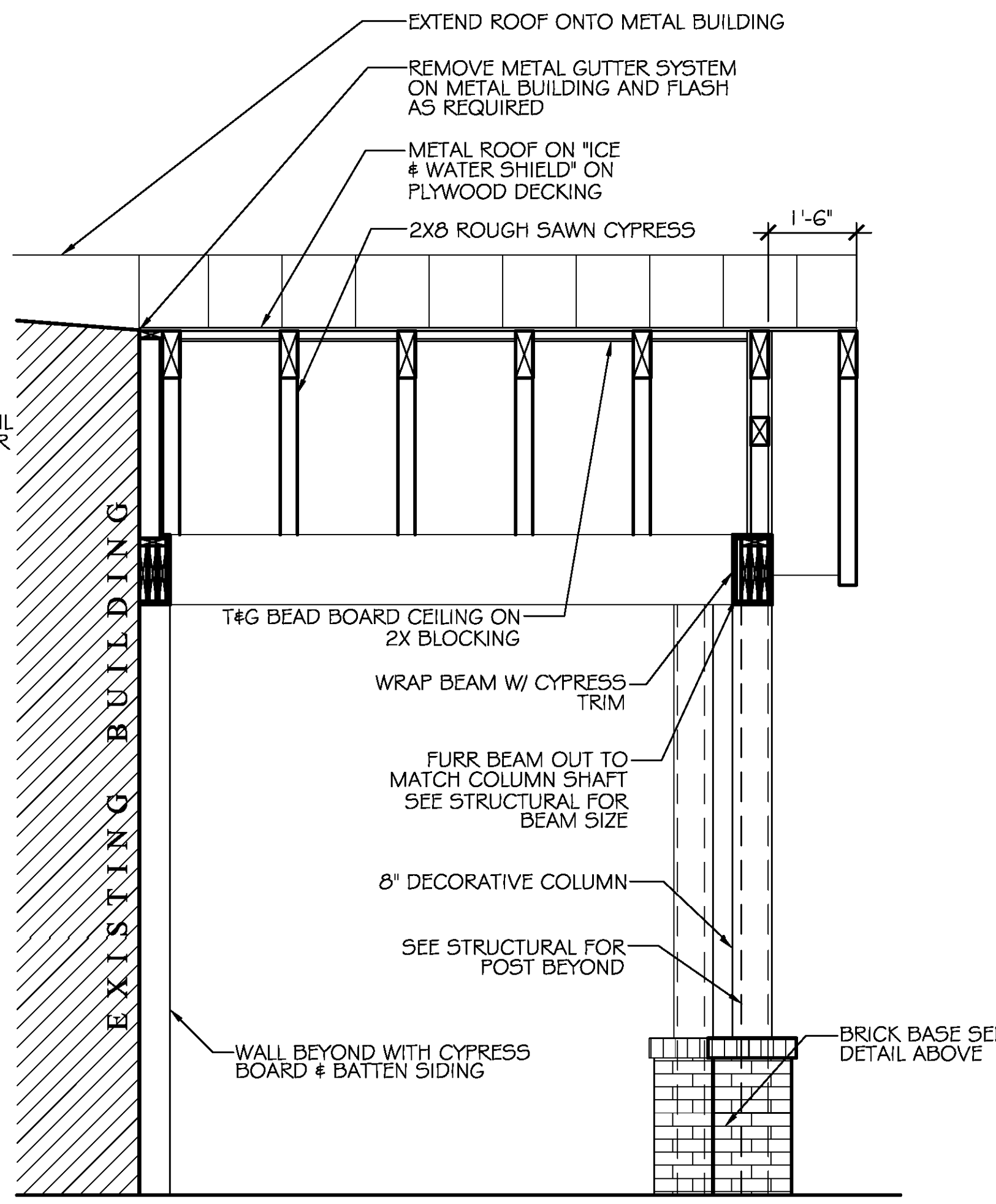
4 SECTION THRU BRICK BASE
SCALE: 1" = 1'-0"



1 SECTION THRU BIG FISH ENTRY
SCALE: 1/2" = 1'-0"



2 SECTION THRU MOE'S PORCH
SCALE: 1/2" = 1'-0"



3 SECTION THRU MOE'S ENTRY
SCALE: 1/2" = 1'-0"

TENANT FIT-UP BUILDING (PHASE 2)
MOE'S BBQ AND BIG FISH TRADING CO.
FOR THE
FOLEY FARMERS' MARKET



NOT FOR
CONSTRUCTION


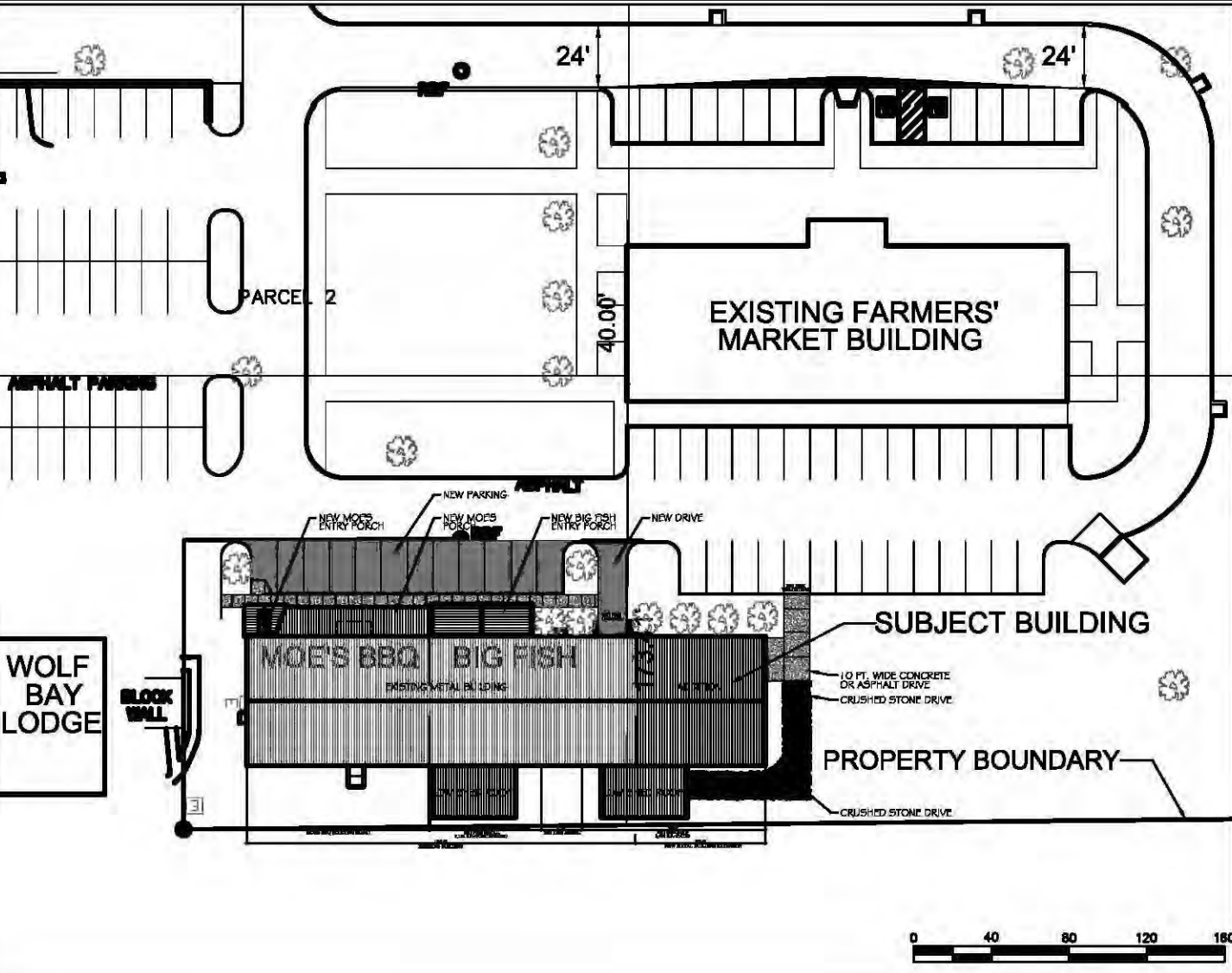
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 2014.01.08
REVISION:

SCALE:
SHEET NO.:
T1
TITLE SHEET

BUILDING CODES	
-2009 INTERNATIONAL BUILDING CODE ("IBC") -2009 INTERNATIONAL PLUMBING CODE ("IPC") -2009 INTERNATIONAL MECHANICAL CODE ("IMC") -2009 INTERNATIONAL FIRE CODE ("IFC") -2011 NATIONAL ELECTRICAL CODE ("NEC") -AMERICANS WITH DISABILITIES ACT ("ADA")	
PROJECT CODE SUMMARY	
CONSTRUCTION TYPE:	IIIB; SPRINKLERED
TOTAL BUILDING AREA:	10,000 SQ. FT.*
OCCUPANCY CLASSIFICATION:	NON-SEPARATED MIXED-USE (A2, M, & F1)*
OCCUPANT LOAD:	245 TOTAL
A2 (Moe's)-3,520 s.f.	124
Dining Area:	1,720 s.f. @ 15 s.f./person 115 people
Kitchen:	1,451 s.f. @ 200 s.f./person 8 people
Accessory:	182 s.f. @ 300 s.f./person 1 person
M (Big Fish)-2,922 s.f.	85
M (Retail):	2,411 s.f. @ 30 s.f./person 81 people
Office:	239 s.f. @ 100 s.f./person 3 people
Accessory:	283 s.f. @ 300 s.f./person 1 person
F1 (Big Fish)-3,545 s.f.	36
F1 (Shop):	3,545 s.f. @ 100 s.f./person 36 people
STORIES:	1
SPRINKLER:	YES
FIRE ALARM:	YES
EXIT TRAVEL DISTANCE:	<200 FT.
EXITS:	3
FIRE RATED AREAS:	NONE REQUIRED
FIRE EXTINGUISHER CABINETS:	3 (75ft. Max. Travel Dist.)
COLLECTION OF WOOD DUST: Owner-Provided portable vacuum equipment PAINTING: Interior Painting brushed only with water-based latex (storage up to 240 gallons-limited to 80 open gallons) Exterior Painting to be sprayed (75% open area min.) Using mineral spirits and stain 10ft. from building min. Lacquer thinner used for cleaning only 10ft. from building min.	
PROJECT SUMMARY/SCOPE	
THIS PROJECT INVOLVES ADDITIONS AND RENOVATIONS TO AN EXISTING 7,500 SQUARE FOOT PRE-ENGINEERED METAL BUILDING STRUCTURE FOR TWO (2) TENANTS (MOE'S BARBEQUE RESTAURANT AND BIG FISH TRADING COMPANY). AN 2,500 SQUARE FOOT PRE-ENGINEERED METAL BUILDING ADDITION WILL BE REQUIRED FOR BIG FISH TRADING COMPANY (TO THE NORTH). WORK INCLUDES PORCH ADDITIONS TO THE EXISTING BUILDING AND INTERIOR FIT UP WORK INCLUDING NEW ELECTRICAL, HVAC, PLUMBING SYSTEMS. THE METAL BUILDING COMPANY SHALL PROVIDE THE ADDITION INCLUSIVE OF ALL DESIGN, ENGINEERING, SHOP DRAWINGS, EARTHWORK, UTILITY COORDINATION, FOUNDATIONS/LAB DESIGN AND CONSTRUCTION AND ERECTION FOR A COMPLETE BUILDING ADDITION AS INDICATED ON DRAWINGS. METAL BUILDING COMPANY TO PROVIDE NEW ROOF, ROOF INSULATION, & METAL WALL PANELS FOR THE EXISTING BUILDING TO MATCH ADDITION METAL BUILDING. PROVIDE ADDITIONAL BRACING AND REINFORCING (WIND BEAMS & CROSS BRACING) FOR EXISTING METAL BUILDING.	
FOUNDATION NOTES	
A. METAL BUILDING CONTRACTOR TO DESIGN AND INSTALL CONCRETE FOUNDATION AND SLAB FOR BUILDING PROJECT AS INDICATED. B. FOR SLAB CONSTRUCTION: 1. USE #8"x10" WELDED WIRE MESH REINFORCEMENT THROUGHOUT 2. ALL SUBGRADE MATERIAL SHALL BE COMPACTED TO 95% MOISTURE PROCTOR DENSITY 3. CONCRETE SHALL ACHIEVE A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI 4. ALL CONCRETE SHALL BE PROPORTION MIXED AND PLACED IN ACCORDANCE TO ACI 318-05 5. MAXIMUM SLUMP FOR CONCRETE SHALL BE 4" 6. FINISHED FLOOR ELEVATION TO MATCH EXISTING. 7. PROVIDE 4" THICK REINFORCED SLAB 8. PROVIDE CONCRETE CONTROL JOINTS AT 15 FT. 9. PROVIDE CONTROL JOINTS IN SLAB AT METAL BUILDING COLUMNS. C. FOUNDATION DESIGN: 1. FOUNDATIONS SHALL BE DESIGNED AND ENGINEERED BY AN ALABAMA REGISTERED ENGINEER. 2. ALL GROUT SHALL OBTAIN 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI. 3. GROUT SLUMP SHALL RANGE FROM 8 TO 11 INCHES. 4. FOUNDATION DESIGN SHALL BE FULLY COORDINATED WITH METAL BUILDING DESIGN AND ENGINEERING. 5. FOUNDATION DESIGN AND SUBSURFACE CONDITIONS (INCLUDING EARTHWORK) SHALL STRICTLY ADHERE TO THE REQUIREMENTS SET FORTH IN THE OWNER'S GEOTECHNICAL REPORT.	
ELECTRICAL, MECHANICAL, PLUMBING NOTES	
1. ALL MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS ARE TO BE FULLY COORDINATED WITH THE ARCHITECTURAL DOCUMENTS. 2. ALL PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS SHALL BE DESIGNED AND INSTALLED BY A STATE OF ALABAMA LICENSED AND CERTIFIED CONTRACTOR AND THEIR RESPECTIVE DISCIPLINE. PLUMBING CONTRACTOR SHALL SHOW EVIDENCE OF THEIR ALABAMA PLUMBERS AND GAS FITTERS LICENSE, HEATING AND COOLING CONTRACTORS LICENSE, AND ALABAMA ELECTRICAL CONTRACTORS LICENSE. 3. PLUMBING, MECHANICAL, AND ELECTRICAL CONTRACTORS SHALL PROVIDE THE OWNER WITH SHOP DRAWINGS PRIOR TO ORDERING AND INSTALLATION. ALL WORK SHALL COMPLY WITH THE 2008 INTERNATIONAL BUILDING, MECHANICAL, PLUMBING CODES, FUEL GAS CODE, PRIVATE FUEL DISPOSAL CODE, FIRE CODE AND THE 2011 NATIONAL ELECTRICAL CODE. 4. EXTEND ALL UTILITY CONNECTIONS TO 10 FT. OUTSIDE OF BUILDING SLAB AND COORDINATE LOCATIONS WITH CIVIL DRAWINGS.	

METAL BUILDING SPECIFICATIONS		
SECTION 13122 - PRE-ENGINEERED BUILDING SYSTEMS <u>PART 1 - GENERAL</u> This section specifies a rigid-frame type Metal Building System and/or Metal Building System type roofs. 1.1 SUMMARY A. Section Includes: 1. Structural Steel 2. Secondary Framing 3. Panels 4. Flashing and Trim 5. Blanket Insulation 1.2 QUALITY ASSURANCE A. The Metal Building System shall be designed, engineered, and fabricated by a Building Manufacturer who has been regularly engaged in the design, engineering and fabrication of the type and quality herein specified for a minimum of ten (10) years. B. The Building Manufacturer shall be certified for AISC's QUALITY CERTIFICATION, CATEGORY MB program. This project shall be engineered and fabricated to meet the requirements of the certification. C. All materials shall be new and unused prior to fabrication. The Building Manufacturer shall warrant the materials and workmanship for a period of one year after delivery. 1.3 DESIGN CRITERIA A. Application Publications: 1. For structural steel members, comply with AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings". 2. Design primary and secondary members and covering for applicable loads and combination of loads in accordance with latest edition of the Standard Building Code. 3. For welded connections, comply with AWS "Structural Building Code". B. Design Loads: 1. Basic Design Loads: a. Roof live load: 20 pounds per square foot. Tributary are live load reduction is permitted in accordance with the International Building Code. b. Wind, Snow, and Seismic loads. Comply with the latest edition of the International Building Code for appropriate zones and load factors. c. Dead load: Weight of all building components furnished by the metal building systems manufacturer. d. Collateral loads: Minimum, 6 pounds per square foot. This includes, but is not limited to, HVAC ductwork, conduit, piping, suspended ceiling systems, and lighting. e. Live load deflection of roof purlins shall be limited to L/180 2.4 SUBMITTALS A. Product Data: Submittal manufacturer's product information, specifications and installation instructions for building components and accessories. B. Shop Drawings: Submit complete erection drawings showing anchor bolts settings, sidewall, end wall, to clearly indicate proper assembly of building components. 1. Anchor Bolts: Show location plan, size and projection of all anchor bolts required, include maximum base plate dimensions and reactions at each column. 2. Calculations: Submit all calculations pertinent to the project. Summarize all dead loads, live loads, collateral loads, wind velocity, deflection criteria, seismic factors, and other items considered in the design. 3. Where concentrated or other special loads are shown or specified on either architectural or engineering drawings, indicate these loads on the submittal. 4. Column line designation is to be same as shown on architectural and structural drawings. 5. Shop drawings shall be stamped/sealed, signed and dated by an Alabama Registered Structural Engineer. C. Samples: Panel colors D. Certification: Submit written certification letter prepared and signed by a Professional Engineer, registered to practice in the State where building is to be erected, verifying that building design meets indicated loading requirements and codes of authorities having jurisdiction. 1.5 DELIVERY, STORAGE, AND HANDLING A. Deliver and store prefabricated components, sheets, panels, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weather tight ventilated covering. Store all metal sheets and panels, so that water accumulations will drain freely. Do not store sheets or panels in contact with other materials which might cause staining. 1.6 SPECIALTY PROJECT WARRANTY A. Provide written warranty, signed by metal roofing manufacturer and his authorized installer agreeing to replace/repair defective materials and workmanship and repair leaks. Repairs and replacements required because of events beyond Contractor/Installer/Manufacturer control or which exceed performance requirements shall be completed by Contractor/Installer and paid for by Owner. B. Warranty period is 10 years after date of substantial completion.		
<u>PART 2 - PRODUCTS</u> 2.1 ACCEPTABLE MANUFACTURERS A. Specified building is based on "Ruffin Metal Buildings" products to establish project requirements. Subject to compliance with specified requirements. Furnish products by one of the following: 1. Ruffin Metal Buildings 2. Butler Manufacturing Co. 3. American Buildings Co. 2.2 MATERIALS A. Hot-Rolled Structural Shapes: ASTM A36 or A529 B. Members Fabricated from Plate or Bar Stock: 42,000 psi minimum yield strength; ASTM A 529, A 570, or A 572 C. Members Fabricated Cold Forming: ASTM A 607, Grade 50 D. Galvanized Steel Sheet: ASTM A 446 with G 90 coating; "Class" to suit building manufacturer's standards. 2.3 STRUCTURAL STEEL A. Rigid Frames: Hot rolled structural steel. Factory welded and shop painted built-up "I" shape frame consisting of tapered or parallel flange beams and straight and tapered columns. Furnish complete with attachment plates, bearing plates, and splice members. Factory drilled for bolted field assembly. B. End Wall Columns: Factory welded, built-up "I" shape or cold formed sections. Fabricate of minimum 14 gage material. Shop painted. C. Wind Bracing: Portal Frames and Wind Beams only. D. Secondary Framing: Purlins, girts, bat channels, eave struts, and wall beams, flange and sag bracing; minimum 16 ga. Cold formed sections. Shop painted. Note wall girts no lower than 11 ft. above slab on open part of building. E. Base Channel, sill angle, end wall structural members (except columns and beams), purlin spacers; minimum 14 ga. Cold formed steel, galvanized. F. Bolts: ASTM A 307 or A 325 as necessary for design loads and connection details. Shop painted, except provide zinc- or cadmium-plated units when in direct contact with panels. G. Shop Paintings: Clean surfaces to be primed of loose mill scale, rust, dirt, oil, grease, and other matter precluding paint bond. H. Prime structural steel primary and secondary framing members with manufacturer's standard rust-inhibitive primer having over 50% rust inhibitive pigment, such as red-lead mixed pigment alkylid varnish (FS TP-P-86, Type II) or zinc chromate iron-oxide alkylid (TT-P-636) 2.4 PANELS A. General: Provide roofing and siding sheets formed to general profile or configuration as indicated. Provide flashings, closers, fillers, metal expansion joints, ridge covers and other sheet metal accessories, factory formed of same material and finish as roofing. 1. Zinc-Coated Steel Sheets: ASTM A 446, Grade C, with G 90 coating complying with ASTM A 525. 2. Metal thickness: 26 gauge B. Panel Types: 1. Roof Panels: Galvalume PBR Roof System with Skylights (approximately 36"x120"). C. Sheet Panel Fasteners: Manufacturer's standard system of self-tapping screws, bolts, and nuts, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. 1. Provide metal-backed neoprene washers under heads of fasteners bearing on weather side of panels. 2. Use aluminum or stainless steel fasteners for exterior application and galvanized or cadmium plated fasteners for interior applications. 3. Locate and space fasteners for true vertical and horizontal alignment. Use proper type fastening tools to obtain controlled uniform compression for positive seal without rupture of neoprene washer. 4. Provide fasteners with heads matching color of roofing or siding sheets by means of plastic caps or factory applied coating. D. Flexible Closure Strips: Closed-cell, expanded cellular rubber, self-extinguishing, cut or pre-molded to match corrugation of roofing and siding sheets. Provide where indicated and necessary to ensure weather tight construction. E. Sealing Tape: 100% solids, pressure sensitive grey polyisobutylene compound tape with release paper backing. Not less than 3/4" wide and 1/8" thick; non-staining and permanently elastic. F. Joint Sealant: One-part elastomeric; polyurethane, polysulfide, or silicon rubber as recommended by building manufacturer. END OF SECTION		

INDEX TO DRAWINGS	
T1	TITLE SHEET; NOTES; SPECIFICATIONS; VICINITY MAP
C1	SITE PLAN & ROOF PLAN
A1	FLOOR PLAN; SCHEDULES; WALL TYPES; AND DETAILS
A2	EXTERIOR ELEVATIONS
M0	HVAC LEGEND AND NOTES
M1	HVAC PLAN
P0	PLUMBING LEGEND AND NOTES
P1	PLUMBING PLAN
P2	SANITARY PLAN
P3	PLUMBING DETAILS AND RISERS
E0	ELECTRICAL LEGEND AND NOTES
E1	POWER PLAN
E2	LIGHTING PLAN
VICINITY MAP	
	
SITE MAP	
	



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CONSTRUCTION

TENANT FIT-UP BUILDING (PHASE 2)

FOR THE

FOLEY FARMERS' MARKET

FOLEY
ALABAMA

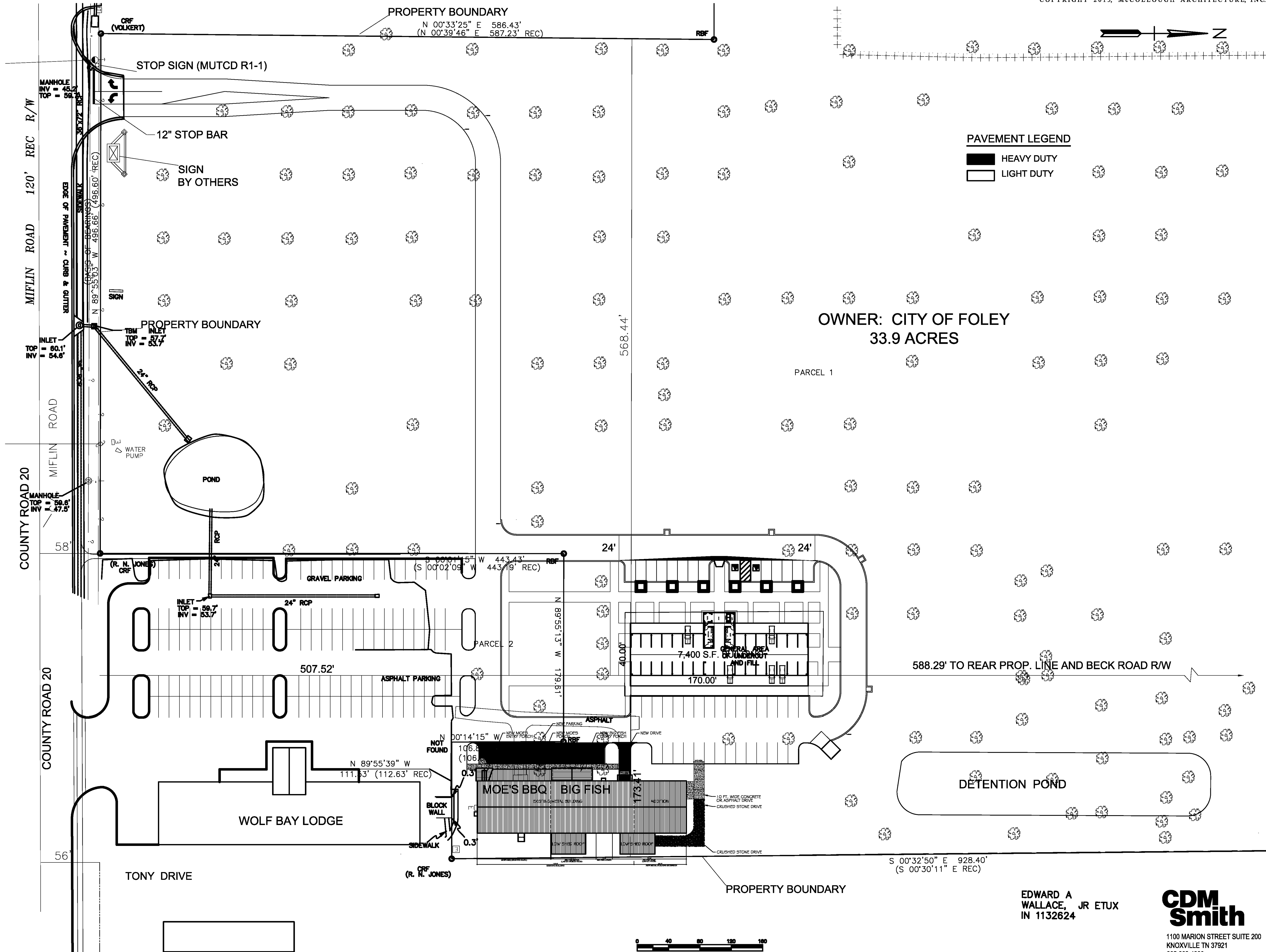
JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 2014.01.08
REVISION:

SCALE:

SHEET NO.:

C1

SITE PLAN



**NOT FOR
CONSTRUCTION**

TENANT FIT-UP BUILDING (PHASE 2)

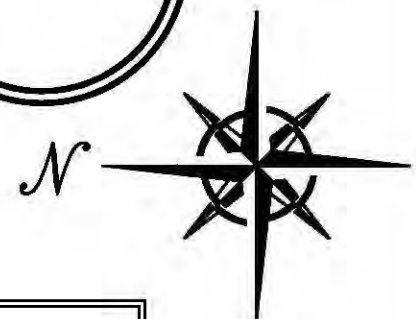
FOR THE

FOLEY FARMERS' MARKET

FOLEY
ALABAMA

OBJ NO.:	
DRAWN:	CAB
CHECKED:	SBM
DATE:	2014.01.08
REVISION:	

SCALE:
SHEET NO.:
A1
DESIGN DEVELOPMENT



SCALE: 1/8" = 1'-0"

ACCESSIBLE TOILET ROOM
FLOOR PLAN NOT TO SCALE





























(A) ELEVATION
NOT TO SCALE

(B) ELEVATION
NOT TO SCALE

(C) ELEVATION
NOT TO SCALE

(D) VANITY SECTION
NOT TO SCALE

SYMBOLS LEGEND

	2" WALL GROUND (WALL WITH 2" WALL THICKNESS)		SPECIAL MOUNTING HUB
	4" WALL GROUND (WALL WITH 4" WALL THICKNESS)		WATER ROOM
	WOOD STUD (WOOD STUD CENTER WITH 4" WALL THICKNESS)		WATER-RESISTANT RECEPTACLE
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		1/4" (1/4" GROUND, RECEPTACLE WITH 1/4" GROUND (WALL ROOM))
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		SINGLE POLE SWITCH
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		THREE-WAY SWITCH
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		VOICEDATA LINE
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		FIRE EXTINGUISHER
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		CABINET (CABINET ABOVE FINISH FLOOR TO CENTER OF CABINET)
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		ELECTRICAL PANEL
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		HOT WIRE (HOT WIRE)
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		ARROW DIRECTION OF FLUISHED
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		SIGN AND SIGNAL (SIGN AND SIGNAL IN CENTER OF SIGN)
	2x4 CEILING JOIST (2x4 CEILING JOIST WITH 4" WALL THICKNESS)		PICTURE (PICTURE HIGH BAY TO STRUCTURE USED ELECT)

ROOM FINISH SCHEDULE								
ROOM NAME	FLOOR	FLOORS		WALLS		CEILING		REMARKS
		BASE	MATERIALS	FINISH	MATERIAL	FINISH	HEIGHT	
MOE'S								
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	10'-0"	HARDIE PANELS WITH 1x2 BATTS 4 FT.O.C.
DINING AREA	STAINED CONC.	WOOD	METALGYF.*	PAINT	EXPPOSED M.B.	PAINT	OPEN	*42" HIGH CORRUGATED METAL WAINSCOT
ELECTRICAL	STAINED CONC.	GYF.		PAINT	V.A.C.T.	-	11'-0"	*FRP UP TO 42"
BAR	QUARRY TILE	Q.TILE	FRPGYP.	PAINT	V.A.C.T.	-	11'-0"	*FRP UP TO 42"
HALL	STAINED CONC.	WOOD	METALGYF.*	PAINT	EXPPOSED M.B.	PAINT	OPEN	*42" HIGH C.M. WAINSCOT
MEN	TILE	TILE	C.M.	-	A.C.T.	-	9'-0"	
WOMEN	TILE	TILE	C.M.	-	A.C.T.	-	9'-0"	
KITCHEN	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
DISHWASH	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
DRY STORAGE	QUARRY TILE	Q.TILE	FRP	PAINT	V.A.C.T.	-	10'-0"	
OFFICE	STAINED CONC.	WOOD	GYF.	PAINT	A.C.T.	-	9'-0"	
BIG FISH TRADING								
COVERED PORCH	STAINED CONC.	-	METAL BLDG.	-	HARDIE*	PAINT	10'-0"	HARDIE PANELS WITH 1x2 BATTS 4 FT.O.C.
HALLWAY	STAINED CONC.	WOOD	WOOD*	PAINT	EXPPOSED M.B.	PAINT	OPEN	
OFFICE	STAINED CONC.	WOOD	GYF.	PAINT	A.C.T.	-	9'-0"	
MEN	TILE	TILE	GYF.	PAINT*	A.C.T.	-	9'-0"	*EPOXY PAINT
WOMEN	TILE	TILE	GYF.	PAINT*	A.C.T.	-	9'-0"	*EPOXY PAINT
BREAK.	STAINED CONC.	WOOD	GYF.	PAINT*	A.C.T.	-	9'-0"	
MECHANICAL	STAINED CONC.	WOOD	GYF.	PAINT*	A.C.T.	-	OPEN	
JANITOR	STAINED CONC.	WOOD	GYF.	PAINT*	A.C.T.	-	9'-0"	
SHOP	STAINED CONC.	-	-	-	-	-	-	

WALL TYPE #1 (INTERIOR)

NOT TO SCALE

WALL TYPE #2 (INTERIOR)

NOT TO SCALE

Diagram showing eight different garage door styles with their dimensions:

- METAL/GLASS GARAGE DOOR**: 10'-0" wide, 6'-0" high.
- METAL ROLL UP GARAGE DOOR**: 8'-0" wide, 6'-0" high.
- STOREFRONT**: 12'-4" wide, 6'-2" high.
- STOREFRONT**: 3'-0" wide, 6'-2" high.
- METAL**: 3'-0" wide, 7'-0" high.
- WOOD**: 3'-0" wide, 6'-5" high.
- WOOD**: 3'-0" wide, 6'-5" high.
- DUAL ACTION STAINLESS STEEL**: 3'-0" wide, 7'-0" high.

(equal to TRAMER models)

Diagram illustrating three window types and their dimensions:

- WOOD CLAD SINGLE HUNG** (Symbol A): Dimensions are 2'-0" wide and 7'-0" high.
- STOREFRONT** (Symbol B): Dimensions are 3'-0" wide and 4'-0" high.
- STOREFRONT** (Symbol C): Dimensions are 3'-0" wide and 5'-0" high.

A dimension line indicates a total height of 9'-0" for the storefront windows.

P.T. O.C.	PRESSURE TREATED ON CENTER	F.F.E. GYF.BD.	FINISHED FLOOR ELEVATION GYPSUM BOARD
FRP	FIBER-REINFORCED PANEL	M.R.GYP.	MOISTURE RESISTANT GYPSUM BOARD
MIN. CONC.	MINIMUM CONCRETE	C.M.	CORRUGATED METAL PANEL
FA.	EACH	A.C.T. V.A.C.T.	ACOUSTICAL CEILING TILE VINYL ACOUSTICAL CEILING TILE



McColloough
Architecture, Inc.
P.O. BOX 6310
GULF SHORES, ALABAMA
36547-6310
PHONE: 251-968-7222

NOT FOR
CONSTRUCTION

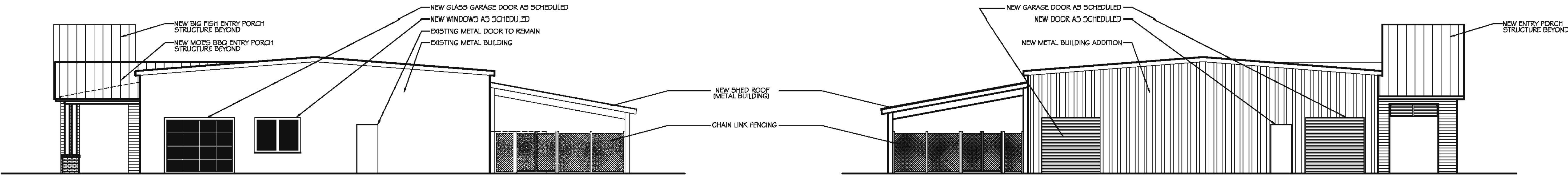
TENANT FIT-UP BUILDING (PHASE 2)
FOR THE
FOLEY FARMERS' MARKET
FOLEY
ALABAMA

JOB NO.:
DRAWN: CAB
CHECKED: SBM
DATE: 2014.01.08
REVISION:

SCALE:
SHEET NO.:
A2
EXTERIOR ELEVATIONS

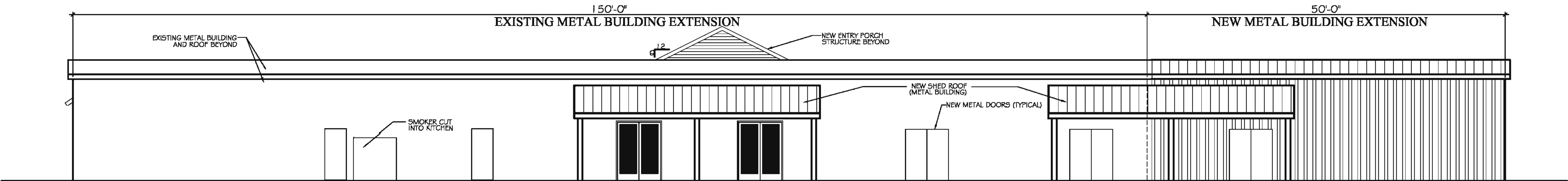


WEST (FRONT) ELEVATION SCALE: 1/8" = 1'-0"



SOUTH ELEVATION SCALE: 1/8" = 1'-0"

NORTH ELEVATION SCALE: 1/8" = 1'-0"



EAST ELEVATION SCALE: 1/8" = 1'-0"

EXHIBIT B

Zoning Code Requirement

Property's Dimension

12.863 Acres

Minimum Lot Frontage: N/A

Minimum Lot Area: N/A

Minimum Lot Width: N/A

Height Limitation: 85'-0"

Maximum Floor Area Ratio (or other type of bulk restriction): N/A

Maximum Lot Coverage: 50%

Limitation on Number of Dwelling Units (if any): N/A

Lot Area per Dwelling Unit (if any): N/A

Front Yard Requirements: 30'-0"

Side and Rear Yard Requirements: 0'-0" (Side) / 20'-0" Rear

Corner Clearance Requirements: N/A

Off-Street Parking Requirements: 1 per 400 Square Feet

Off-Street Loading Requirements: N/A

Landscaping Requirements: 10% of Area

Setback of Parapet Requirements: N/A

Signage Requirements: Refer to Foley City sign ordinance

Handicapped Access Requirements: 1 space

Other:

EXHIBIT C

PERMITS

[attached behind]



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 13-0320-RES

File Number: 13-0715

Enactment Number: 13-0320-RES

A Resolution To Approve Property Owned By The City Of Foley To Be Included In The
Boundaries Of The Cooperative District

WHEREAS, the City of Foley consented to the formation of the City of Foley Public Facilities
Cooperative District; and

WHEREAS, said cooperative district has been duly authorized and organized pursuant to
Chapter 99B of Title 11 of the Code of Alabama 1975; and

WHEREAS, the City of Foley desires to grant the City of Foley Public Facilities Cooperative
District the use of property owned by the City and to incorporate said property into the
boundaries of the District in order to aid the District in the planning, development and/or
facilitating of the Coastal Alabama Farmers and Fishermens Market project and consistent
with and pursuant to Chapter 99B of Title 11 of the Code of Alabama.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama,
as follows:

SECTION 1: That the property more particularly described herein is owned by the City of
Foley, Alabama and that the City hereby consents to and authorizes the District to extend the
boundaries of its district to include the property more particularly described as:

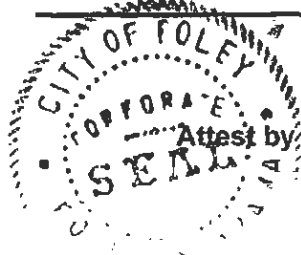
Parcel 1, Wilson Pecan Property Minor Subdivision, as shown by map or plat
thereof recorded at Slide 2434-A, in the Office of the Probate Judge of Baldwin
County, Alabama. Tract contains 31 acres, more or less, and lies in the SE ¼ of
Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama.

SECTION 2: This Resolution shall become effective immediately upon its adoption as
required by law.

PASSED, APPROVED AND ADOPTED this 15th day of May, 2013.

President's Signature _____

Date _____



Attest by City Clerk

Victoria Southern

Date 5-17-2013

Mayor's Signature

[Signature]

Date 5/17/2013

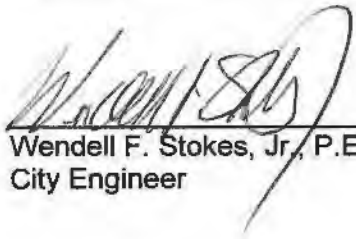


CITY OF FOLEY ENGINEERING DEPARTMENT
POST OFFICE BOX 1750 • 200 NORTH ALSTON STREET • FOLEY, ALABAMA 36538
TEL 251.970.1104 • FAX 251.970.2398

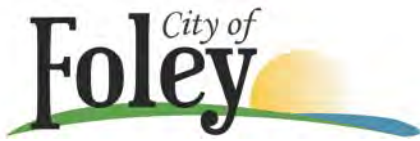
Memo

To: File
From: Butch Stokes
Date: 8-30-13
Re: Foley Farmers Market LDP Exemption

I have reviewed the above referenced project's construction plans and they meet the requirements in the Construction Manual.

A handwritten signature in dark ink, appearing to read "Wendell F. Stokes, Jr.", is written over a horizontal line.

Wendell F. Stokes, Jr., P.E.
City Engineer



Environmental Division

Plan:

Foley Farmer's Market

August 16, 2013

Erosion & Sediment Control Application

The Plans for the Foley Farmer's Market were received on August 14, 2013 and reviewed on August 14, 2013. The Plan appears to meet/exceed the minimum requirements of the Erosion and Sediment Control Ordinance and the City of Foley Tree Ordinance. The E& S Permit and Tree Survey are approved as of April 15, 2013.

*Leslie Gahagan, CPESC
Environmental Manager
City of Foley*

CITY OF FOLEY
APPLICATION FOR BUILDING PERMIT
{COMMERCIAL}

New: X Addition: _____ Remodel: _____ Other: _____

Physical Address: 20733 Mitlin Rd

Subdivision: _____ Lot #: _____

Contractor: MCS Contracting Inc. Phone: 747-3011

Address: 728 NW 1st St Summerdale, AL 36580

State of Alabama #: 21110 City of Foley #: _____

Owner: City of Foley Phone: 943-1545

Address: 407 E. Laurel Ave.

Tax Parcel #: _____ Pin #: _____

Zoning: _____ Flood Zone: X Sewer System: Riviera

Report Code: 328 Type of Construction: II Sq. Footage: 10,200

Current Occupancy Type: - Proposed Occupancy Type: M
(Assembly, Business, Educational, Factory Industrial, Hazardous, Institutional,
Mercantile, Residential, Storage)

Project Valuation: \$ 800,000 350,000 Permit Fee: \$ Exempt

Plan Review Fee: \$ — Receipt #: N/A Date: —

Zoning Fee: \$ 50.00 Receipt #: N/A Date: —

E & S Control: \$ 50.00 Receipt #: N/A Date: —

Comments: new Foley Farmers Market

SUB-CONTRACTORS: PLEASE LIST NAME, ADDRESS, AND PHONE NUMBER.

ELECTRICAL: Heelmich Electric

PLUMBING: Ken Trawick Plumbing

MECHANICAL: Island Air

PERMIT RELEASE/DATE: 7/8/13 ZONING DATE: 7-9-13 FLOOD DETERMINATION/DATE: 7/8/13
waiting on site plan 6-12-13 JML

CONTRACTOR: [Signature] DATE: 7/19/13 JOB VALUE: \$800,000



Commercial Real Estate Services, Worldwide

January 14, 2014

Jeff Rouzie
City of Foley
Director of Economic Development
407 East Laurel Avenue
Foley, AL 36536

Dear Jeff,

Attached are Baldwin County comparable reports. In the Industrial arena, it appears the average rental rate is \$4.34/sq. ft. This rate is based on comparables ranging from 6,000 sq. ft. to 125,000 sq. ft. In my opinion 30,000 to 90,000 SF rents should range between \$3.50 and \$4.00/sq. ft. depending on the quality of the building, ceiling height, loading docks etc.

Also attached is a similar report for the retail space. This report indicates an average rate of \$14.58/sq. ft. I believe this to be accurate for spaces 5,000 sq. ft. and smaller.

I hope these reports are helpful. If anything is needed please do not hesitate to call on me.

Best Regards,

A handwritten signature in blue ink, appearing to read "Allan", with a stylized flourish at the end.

Allan R. Cameron, SIOR

PREPARED FOR:

City of Foley

Baldwin County Industrial Rents

1/14/2014

PREPARED BY:



NAI Mobile

118 N Royal St, Suite 100
Mobile, AL 36602

Allan R. Cameron

(251) 438-4312 (phone)

(251) 438-4318 (fax)

acameron@nai-mobile.com

Face Rent Analysis Report

	DIRECT SPACES				SUBLET SPACES				TOTAL
	# Spaces	Min	Avg	Max	# Spaces	Min	Avg	Max	Avg
Flex									
Modified Gross	1	\$4.28	\$4.78	\$5.28	0	-	-	-	\$4.78
Triple Net	1	\$5.00	\$5.00	\$5.00	0	-	-	-	\$5.00
Industrial									
Full Service Gross	3	\$2.36	\$3.06	\$3.80	0	-	-	-	\$3.06
Industrial Gross	2	\$6.50	\$6.75	\$7.00	0	-	-	-	\$6.75
Modified Gross	18	\$3.25	\$4.71	\$12.00	0	-	-	-	\$4.71
Negotiable	20	-	-	-	0	-	-	-	-
Plus All Utilities	9	\$4.00	\$5.96	\$7.50	0	-	-	-	\$5.96
Triple Net	22	\$1.55	\$4.34	\$8.00	0	-	-	-	\$4.34
Office									
Modified Gross	3	\$4.50	\$5.13	\$9.00	0	-	-	-	\$5.13
Negotiable	3	-	-	-	0	-	-	-	-
Plus All Utilities	1	\$3.38	\$5.44	\$7.50	0	-	-	-	\$5.44
Triple Net	3	\$2.00	\$5.51	\$10.00	0	-	-	-	\$5.51
Retail									
Modified Gross	1	\$6.00	\$6.00	\$6.00	0	-	-	-	\$6.00



Leased 6,850 SF of Industrial Space



ServPro

Daphne Commercial Park • 7966 American Way - 1st Floor

Effective Rent \$5.01/mg/Yr • Signed Apr 2010

SF Leased	6,850 SF	Date On Market	Mar 2010	Asking Rent	\$8.00/mg/Yr
Sign Date	Apr 2010	Time On Market	2 Months	TI Allowance	-
Commencement Date	May 2010	Effective Rent	\$5.01/mg/Yr	Months Free Rent	2
Expiration Date	May 2013	Full Svc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	\$4.75/mg/Yr		

Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,860
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$34,319

CONTACTS

Org Type	-
Industry	Personal Services
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
 24190 US Highway 98
 Fairhope, AL 36532
 Louise F. McCown

TENANT REP

Herrington Realty Group
 Tim Herrington (251) 510-2277



Leased 6,843 SF of Industrial Space



CPF Dualam

Daphne Commercial Park • 7980 American Way - 1st Floor

Contract Rent \$5.25/negot/Yr • Signed Mar 2009

SF Leased	6,843 SF	Date On Market	Oct 2008	Asking Rent	\$7.00/negot/Yr
Sign Date	Mar 2009	Time On Market	4 Months	TI Allowance	-
Commencement Date	Mar 2009	Effective Rent	-	Months Free Rent	1
Expiration Date	Mar 2010	Full Svc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	\$5.25/negot/Yr		

Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,994
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$35,926

CONTACTS

Org Type	-
Industry	-
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
 24190 US Highway 98
 Fairhope, AL 36532
 Louise F. McCown

TENANT REP



Leased 7,638 SF of Retail Space

Gulf Coast Solar, Inc.
Daphne Commercial Park • 8039 American Way - 1st Floor
Contract Rent \$7.50/mg/Yr • Signed Aug 2007



SF Leased	7,638 SF	Date On Market	Apr 2007	Asking Rent	\$8.00/mg/Yr
Sign Date	Aug 2007	Time On Market	4 Months	TI Allowance	-
Commencement Date	Oct 2007	Effective Rent	-	Months Free Rent	1
Expiration Date	Oct 2010	Full Srvc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	\$7.50/mg/Yr		

Space Use	Retail	Suite	-	Base Monthly Rent	\$4,774
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$57,285

CONTACTS

Org Type	-
Industry	-
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
24190 US Highway 98
Fairhope AL 36532
Thomas R. Galloney (251) 928-9890

TENANT REP

Coldwell Banker Commercial Reehl Pro...
Thomas R. Galloney (251) 928-9890



Leased 5,161 SF of Industrial Space

DO2E
Stagecoach Commercial Park • 9657 Stagecoach Commercial Par Cir - 1st Floor
Effective Rent \$4.63/mg/Yr • Signed May 2012



SF Leased	5,161 SF	Date On Market	-	Asking Rent	-
Sign Date	May 2012	Time On Market	-	TI Allowance	-
Commencement Date	Jun 2012	Effective Rent	\$4.63/mg/Yr	Months Free Rent	2
Expiration Date	Jun 2014	Full Srvc Rent	-	Moving Allowance	-
Lease Term	2 Years	Contract Rent	\$4.62/mg/Yr		

Space Use	Industrial	Suite	-	Base Monthly Rent	\$1,991
Deal Type	-	Floor	1st	Base Annual Rent	\$23,895

CONTACTS

Org Type	-
Industry	Agri/Mining/Utilities
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Milling Commercial Realty, Inc.
Mobile AL 36652
Jeremy B. Milling, Sr (251) 694-5050

TENANT REP



Leased 7,051 SF of Flex Space

TK Office Park • 1014 Stanton Rd - 1st Floor
Asking Rent \$4.50/nnn/Yr • Signed Feb 2010



SF Leased	7,051 SF	Date On Market	Feb 2008	Asking Rent	\$4.50/nnn/Yr
Sign Date	Feb 2010	Time On Market	24 Months	TI Allowance	-
Commencement Date	Apr 2010	Effective Rent	-	Months Free Rent	2
Expiration Date	Apr 2011	Full Svc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	-		
Space Use	Flex	Suite	-	Base Monthly Rent	\$2,644
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$31,730

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

KW Commercial
24390 US Highway 98
Fairhope, AL 36532
LaSha D. Powell

TENANT REP



Leased 5,050 SF of Industrial Space

Tiny Tots Academy
25478 Friendship Rd • Suite A - 1st Floor
Effective Rent \$8.12/mg/Yr • Signed Oct 2009



SF Leased	5,050 SF	Date On Market	Oct 2008	Asking Rent	\$8.50/mg/Yr
Sign Date	Oct 2009	Time On Market	12 Months	TI Allowance	-
Commencement Date	Nov 2009	Effective Rent	\$8.12/mg/Yr	Months Free Rent	3
Expiration Date	Nov 2014	Full Svc Rent	-	Moving Allowance	-
Lease Term	5 Years	Contract Rent	\$8.50/mg/Yr		
Space Use	Industrial	Suite	A	Base Monthly Rent	\$3,417
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$41,006

CONTACTS

Org Type -
Industry **Personal Services**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Prudential Nichols Real Estate
6351 Monroe St
Daphne AL 36526
Travis Stone (251) 626-2030

TENANT REP



Leased 6,250 SF of Industrial Space

25251 Friendship Rd - 1st Floor
Effective Rent \$6.04/+util/Yr • Signed Aug 2013

SF Leased	6,250 SF	Date On Market	Oct 2010	Asking Rent	\$5.50/+util/Yr
Sign Date	Aug 2013	Time On Market	37 Months	TI Allowance	-
Commencement Date	Aug 2013	Effective Rent	\$6.04/+util/Yr	Months Free Rent	2
Expiration Date	Aug 2015	Full Srvc Rent	-	Moving Allowance	-
Lease Term	2 Years	Contract Rent	\$6.50/+util/Yr		

Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,146
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$37,750

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Eastern Shore Realty, LLC
27540 World Ct
Daphne, AL 36526
Robert Cianr (251) 621-3909

TENANT REP



Leased 5,364 SF of Industrial Space

Size Wise
9101 Milton Jones Rd - 1st Floor
Asking Rent \$6.72/Yr • Signed Sep 2012

SF Leased	5,364 SF	Date On Market	Aug 2008	Asking Rent	\$6.72/Yr
Sign Date	Sep 2012	Time On Market	57 Months	TI Allowance	-
Commencement Date	Oct 2012	Effective Rent	-	Months Free Rent	-
Expiration Date	Sep 2013	Full Srvc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	-		

Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,004
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$36,046

CONTACTS

Org Type -
Industry **Medical**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
24190 US Highway 98
Fairhope, AL 36532
Philip Hodgson (251) 990-6622

TENANT REP



Leased 17,550 SF of Industrial Space



Roko Alloys
30460 Sgt E I Boots Thomas Dr - 1st Floor
Asking Rent \$3.00/ig/Yr • Signed Dec 2010

SF Leased	17,550 SF	Date On Market	Sep 2010	Asking Rent	\$3.00/ig/Yr
Sign Date	Dec 2010	Time On Market	2 Months	TI Allowance	-
Commencement Date	Dec 2010	Effective Rent	-	Months Free Rent	2
Expiration Date	Dec 2014	Full Svc Rent	-	Moving Allowance	-
Lease Term	4 Years	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$4,388
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$52,650

CONTACTS

Org Type -
Industry **Manufacturing**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Eastern Shore Realty, LLC
27540 World Ct
Daphne, AL 36526
Robert Ciani (251) 621-3909

TENANT REP



Leased 6,051 SF of Industrial Space



Eastern Shore MMA
11280 Hwy 31 - 1st Floor
Asking Rent \$5.62/mg/Yr • Signed Jan 2010

SF Leased	6,051 SF	Date On Market	Sep 2009	Asking Rent	\$5.62/mg/Yr
Sign Date	Jan 2010	Time On Market	7 Months	TI Allowance	-
Commencement Date	Apr 2010	Effective Rent	-	Months Free Rent	2
Expiration Date	Apr 2013	Full Svc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,834
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$34,007

CONTACTS

Org Type -
Industry **Personal Services**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Joe Steen Real Estate & Development
6170 Omni Park Dr, Suite C
Mobile, AL 36609
Joe Steen (251) 605-3845

TENANT REP



Leased 6,047 SF of Industrial Space

Electric South
11665 Us-31 - 1st Floor
Effective Rent \$4.97/+util/Yr • Signed Dec 2010

SF Leased	6,047 SF	Date On Market	Apr 2009	Asking Rent	\$6.00/+util/Yr
Sign Date	Dec 2010	Time On Market	22 Months	TI Allowance	-
Commencement Date	Feb 2011	Effective Rent	\$4.97/+util/Yr	Months Free Rent	2
Expiration Date	Feb 2014	Full Svc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	\$4.40/+util/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,504
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$30,054

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Joe Steen Real Estate & Development
6170 Omni Park Dr, Suite C
Mobile, AL 36609
Joe Steen (251) 605-3845

TENANT REP



Leased 6,644 SF of Industrial Space

Yates Construction
9930 Milton Jones Rd - 1st Floor
Signed Nov 2011

SF Leased	6,644 SF	Date On Market	Sep 2011	Asking Rent	-
Sign Date	Nov 2011	Time On Market	8 Months	TI Allowance	-
Commencement Date	Jan 2012	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Svc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	-
Deal Type	Original Lease	Floor	1st	Base Annual Rent	-

CONTACTS

Org Type -
Industry Agri/Mining/Utilities
NAIC Desc -
SIC Desc -

LEASING COMPANY

TENANT REP



Leased 9,051 SF of Industrial Space



Creative Touch Interiors
34009 Highway 59 - 1st Floor
Asking Rent \$5.50/nnn/Yr • Signed Nov 2009

SF Leased	9,051 SF	Date On Market	Feb 2008	Asking Rent	\$5.50/nnn/Yr
Sign Date	Nov 2009	Time On Market	23 Months	TI Allowance	-
Commencement Date	Jan 2010	Effective Rent	-	Months Free Rent	1
Expiration Date	Jan 2015	Full Srvc Rent	-	Moving Allowance	-
Lease Term	5 Years	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$4,148
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$49,781

CONTACTS

Org Type -
Industry **Personal Services**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Metcalf & Company
5 Dauphin St
Mobile, AL 36602
Adam Metcalfe SIOR (251) 432-2600

TENANT REP



Leased 43,358 SF of Industrial Space



Triton Stone Group of Mobile
33923 Highway 59 - 1st Floor
Signed Mar 2011

SF Leased	43,358 SF	Date On Market	-	Asking Rent	-
Sign Date	Mar 2011	Time On Market	-	TI Allowance	-
Commencement Date	Mar 2011	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	-
Deal Type	-	Floor	1st	Base Annual Rent	-

CONTACTS

Org Type -
Industry **Manufacturing**
NAIC Desc -
SIC Desc -

LEASING COMPANY

TENANT REP



Leased 20,048 SF of Industrial Space

33900 Highway 59 - 1st Floor

Asking Rent \$2.00/nnn/Yr • Signed Feb 2012

SF Leased	20,048 SF	Date On Market	May 2010	Asking Rent	\$2.00/nnn/Yr
Sign Date	Feb 2012	Time On Market	23 Months	TI Allowance	-
Commencement Date	May 2012	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,341
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$40,096

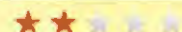
CONTACTS

Org Type	-
Industry	-
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Metcalf & Company
5 Dauphin St
Mobile, AL 36602
Adam Metcalfe, SIOR (251) 432-2600

TENANT REP



Leased 9,000 SF of Industrial Space

328 S Greeno Rd - 1st Floor

Effective Rent \$6.00/+util/Yr • Signed Dec 2010

SF Leased	9,000 SF	Date On Market	Nov 2007	Asking Rent	\$6.00/+util/Yr
Sign Date	Dec 2010	Time On Market	37 Months	TI Allowance	-
Commencement Date	Feb 2011	Effective Rent	\$6.00/+util/Yr	Months Free Rent	-
Expiration Date	Feb 2012	Full Srvc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	\$6.00/+util/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$4,500
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$54,000

CONTACTS

Org Type	-
Industry	-
NAIC Desc	-
SIC Desc	-

LEASING COMPANY

Taupeka & Co., Inc
320 S Greeno Rd
Fairhope, AL 36532
Bob Taupeka (251) 928-3712

TENANT REP



Leased 7,338 SF of Industrial Space

40170 State Highway 59 - 1st Floor
Asking Rent \$3.50/mg/Yr • Signed Aug 2012

SF Leased	7,338 SF	Date On Market	Aug 2011	Asking Rent	\$3.50/mg/Yr
Sign Date	Aug 2012	Time On Market	11 Months	TI Allowance	-
Commencement Date	Oct 2012	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,140
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$25,683

CONTACTS

Org Type: -
Industry: -
NAIC Desc: -
SIC Desc: -

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
24190 US Highway 98
Fairhope, AL 36532
Philip Hodgson (251) 990-6622

TENANT REP



Leased 125,000 SF of Industrial Space

2410 US Highway 31 - 1st Floor
Contract Rent \$2.25/fs/Yr • Signed Jul 2013

SF Leased	125,000 SF	Date On Market	Feb 2011	Asking Rent	\$2.50-\$3.80/fs/Yr
Sign Date	Jul 2013	Time On Market	34 Months	TI Allowance	-
Commencement Date	Jan 2014	Effective Rent	-	Months Free Rent	-
Expiration Date	Dec 2014	Full Srvc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	\$2.25/fs/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$23,438
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$281,250

CONTACTS

Org Type: -
Industry: -
NAIC Desc: -
SIC Desc: -

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
24190 US Highway 98
Fairhope, AL 36532
Philip Hodgson (251) 990-6622

TENANT REP

Leased 5,047 SF of Industrial Space



WTI Transport
Wolf Ridge Industrial Park • 2110 Hand Ave - 1st Floor
Contract Rent \$8.20/mg/Yr • Signed Apr 2008

SF Leased	5,047 SF	Date On Market	Mar 2007	Asking Rent	\$8.40/mg/Yr
Sign Date	Apr 2008	Time On Market	18 Months	TI Allowance	-
Commencement Date	Apr 2008	Effective Rent	-	Months Free Rent	1
Expiration Date	-	Full Svc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	\$8.20/mg/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,449
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$41,385

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

The McAleer Tunstall Co., LLC
3280 Dauphin St. Suite C104
Mobile, AL 36606
Mike McAleer (251) 473-7517

TENANT REP

The McAleer Tunstall Co., LLC
Mike McAleer (251) 473-7517



Leased 10,043 SF of Industrial Space



22195 Cedar St - 1st Floor
Asking Rent \$3.96/Yr • Signed Dec 2007

SF Leased	10,043 SF	Date On Market	Jan 2007	Asking Rent	\$3.96/Yr
Sign Date	Dec 2007	Time On Market	11 Months	TI Allowance	-
Commencement Date	Feb 2008	Effective Rent	-	Months Free Rent	1
Expiration Date	Feb 2009	Full Svc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,314
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$39,770

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

White-Spunner & Associates
402 Bellangee Ave. Suite B
Fairhope, AL 36532
Nancy Stone (251) 471-1000

TENANT REP



Leased 5,650 SF of Industrial Space

Rogers Group
Madison Park • 629 Wynn Rd - 1st Floor
Effective Rent \$2.56/nnn/Yr • Signed May 2010



SF Leased	5,650 SF	Date On Market	Oct 2007	Asking Rent	\$3.00/nnn/Yr
Sign Date	May 2010	Time On Market	31 Months	TI Allowance	-
Commencement Date	Jun 2010	Effective Rent	\$2.56/nnn/Yr	Months Free Rent	2
Expiration Date	May 2013	Full Srvc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	\$4.00/nnn/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$1,205
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$14,464

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Landel Realty, LLC
384 Fairhope Ave Suite 2
Fairhope, AL 36532
Bill W Hyatt (251) 928-2765

TENANT REP



Leased 5,057 SF of Industrial Space

Paradise Services
17946 Samantha Dr - 1st Floor
Effective Rent \$4.69/mg/Yr • Signed Dec 2011



SF Leased	5,057 SF	Date On Market	Sep 2011	Asking Rent	\$4.68/mg/Yr
Sign Date	Dec 2011	Time On Market	5 Months	TI Allowance	-
Commencement Date	Jan 2012	Effective Rent	\$4.69/mg/Yr	Months Free Rent	2
Expiration Date	Dec 2016	Full Srvc Rent	-	Moving Allowance	-
Lease Term	5 Years	Contract Rent	\$4.68/mg/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$1,976
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$23,717

CONTACTS

Org Type -
Industry Business Services
NAIC Desc -
SIC Desc -

LEASING COMPANY

Wildlife Solutions Inc
250 S School St
Fairhope, AL 36532
Jerry McCool (251) 591-2682

TENANT REP



Leased 7,539 SF of Flex Space

11244 CR 65 - 1st Floor

Asking Rent \$4.00/ig/Yr • Signed Jun 2007

SF Leased	7,539 SF	Date On Market	Mar 2007	Asking Rent	\$4.00/ig/Yr
Sign Date	Jun 2007	Time On Market	2 Months	TI Allowance	-
Commencement Date	Aug 2007	Effective Rent	-	Months Free Rent	1
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Flex	Suite	-	Base Monthly Rent	\$2,513
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$30,156

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Archer Commercial Leasing
Magnolia Springs AL 36555
Jon Archer (251) 978-4432

TENANT REP



Leased 7,539 SF of Flex Space

Drexel Booth

11240 CR 65 - 1st Floor

Asking Rent \$4.00/ig/Yr • Signed Jun 2007

SF Leased	7,539 SF	Date On Market	Mar 2007	Asking Rent	\$4.00/ig/Yr
Sign Date	Jun 2007	Time On Market	2 Months	TI Allowance	-
Commencement Date	Aug 2007	Effective Rent	-	Months Free Rent	1
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Flex	Suite	-	Base Monthly Rent	\$2,513
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$30,156

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Archer Commercial Leasing
Magnolia Springs AL 36555
Jon Archer (251) 978-4432

TENANT REP



Image
Caption
Street

Leased 7,251 SF of Office Space

9 Hard Dr - 1st Floor
Effective Rent \$3.32/+util/Yr • Signed Feb 2010

SF Leased	7,251 SF	Date On Market	Feb 2008	Asking Rent	\$4.00/+util/Yr
Sign Date	Feb 2010	Time On Market	25 Months	TI Allowance	-
Commencement Date	Feb 2010	Effective Rent	\$3.32/+util/Yr	Months Free Rent	2
Expiration Date	Feb 2011	Full Srvc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	\$3.33/+util/Yr		
Space Use	Office	Suite	-	Base Monthly Rent	\$2,006
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$24,073

CONTACTS

Org Type: -
Industry: -
NAIC Desc: -
SIC Desc: -

LEASING COMPANY

Elwyn Bearden
Elwyn Bearden: (205) 296-2327

TENANT REP



Leased 6,043 SF of Industrial Space

9365 Hard Dr - 1st Floor
Asking Rent \$5.50/nnn/Yr • Signed Aug 2012

SF Leased	6,043 SF	Date On Market	Feb 2012	Asking Rent	\$5.50/nnn/Yr
Sign Date	Aug 2012	Time On Market	5 Months	TI Allowance	-
Commencement Date	Oct 2012	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Srvc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$2,770
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$33,237

CONTACTS

Org Type: -
Industry: -
NAIC Desc: -
SIC Desc: -

LEASING COMPANY

Coldwell Banker Commercial Reehl Pro...
24190 US Highway 98
Fairhope, AL 36532
Jeff Barnes, CCIM (251) 990-6622

TENANT REP



Leased 5,741 SF of Industrial Space

18260 County Road 12 - 1st Floor
Signed Oct 2011

SF Leased	5,741 SF	Date On Market	Apr 2011	Asking Rent	-
Sign Date	Oct 2011	Time On Market	5 Months	TI Allowance	-
Commencement Date	Dec 2011	Effective Rent	-	Months Free Rent	2
Expiration Date	-	Full Svc Rent	-	Moving Allowance	-
Lease Term	-	Contract Rent	-		
Space Use	Industrial	Suite	-	Base Monthly Rent	-
Deal Type	Original Lease	Floor	1st	Base Annual Rent	-

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Merrill P. Thomas Company
3280 Dauphin St. Suite C-104
Mobile, AL 36606
John Delchamps (251) 476-0808

TENANT REP



Leased 9,647 SF of Industrial Space

Baldwin Janitorial
18260 County Road 12 - 1st Floor
Contract Rent \$3.75/ig/Yr • Signed Dec 2010

SF Leased	9,647 SF	Date On Market	Aug 2009	Asking Rent	\$4.94/ig/Yr
Sign Date	Dec 2010	Time On Market	18 Months	TI Allowance	-
Commencement Date	Feb 2011	Effective Rent	-	Months Free Rent	2
Expiration Date	Jan 2012	Full Svc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	\$3.75/ig/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$3,015
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$36,176

CONTACTS

Org Type -
Industry **Retailers/Wholesalers**
NAIC Desc -
SIC Desc -

LEASING COMPANY

Merrill P. Thomas Company
3280 Dauphin St. Suite C-104
Mobile, AL 36606
Pratt Thomas (251) 476-0808

TENANT REP



Leased 12,200 SF of Retail Space

21860 E US Highway 98 - 1st Floor
Asking Rent \$3.37-\$7.50/nnn/Yr • Signed Jan 2012



SF Leased	12,200 SF	Date On Market	Sep 2010	Asking Rent	\$3.37-\$7.50/nnn/Yr
Sign Date	Jan 2012	Time On Market	17 Months	TI Allowance	-
Commencement Date	Apr 2012	Effective Rent	-	Months Free Rent	-
Expiration Date	Mar 2013	Full Srvc Rent	-	Moving Allowance	-
Lease Term	1 Year	Contract Rent	-		
Space Use	Retail	Suite	-	Base Monthly Rent	\$7,625
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$91,500

CONTACTS

Org Type -
Industry -
NAIC Desc -
SIC Desc -

LEASING COMPANY

Brooks Delaney
Magnolia Springs AL 36555
Brooks DeLaney (251) 988-1460

TENANT REP



Leased 6,658 SF of Industrial Space

Mike Beech Heating & Air
140 E 25th Ave - 1st Floor
Contract Rent \$8.00/nnn/Yr • Signed Sep 2011



SF Leased	6,658 SF	Date On Market	Feb 2011	Asking Rent	\$9.89/nnn/Yr
Sign Date	Sep 2011	Time On Market	15 Months	TI Allowance	-
Commencement Date	Nov 2011	Effective Rent	-	Months Free Rent	2
Expiration Date	Oct 2014	Full Srvc Rent	-	Moving Allowance	-
Lease Term	3 Years	Contract Rent	\$8.00/nnn/Yr		
Space Use	Industrial	Suite	-	Base Monthly Rent	\$4,439
Deal Type	Original Lease	Floor	1st	Base Annual Rent	\$53,264

CONTACTS

Org Type -
Industry **Retailers/Wholesalers**
NAIC Desc -
SIC Desc -

LEASING COMPANY

TENANT REP