

EXHIBIT A

Comer-Khori, LLC for Redevelopment Project at 509 S. Edgeworth Street

Urban Development Program Terms and Conditions – **Forgivable Loan**

Grantee	Comer-Khori, LLC
Grantor	The City of Greensboro
Authorization	<p>The proposed project meets the Urban Development Guidelines of:</p> <ol style="list-style-type: none"> 1) It is a proposed project within the corporate limits of Greensboro; 2) Meets the minimum investment thresholds; 3) Developer agrees to follow the City M/WBE Program; 4) Developer is not applying for any assistance through the City's Economic Development Incentive Program or Targeted Loan Pool.
Authorizing Statutes	NCGS §§ 160A-458.3 and 158-7.1
Sources of Funding	The grant shall be a forgivable loan funded from the Economic Development Fund
Amount of Developer Investment	No less than \$3.2 Million of Developer Equity (as defined by the Urban Development Investment Guidelines) not including Incentive Grant.
Amount of Grant Requested	\$100,000.00
Payment Terms	<ul style="list-style-type: none"> • Repayment upon default. • If a deed of trust is to be used to provide security for the City's Economic Development Loan or the Forgivable Loan, the City's position must not be less that second position and the combination of first and second loans shall not be greater that 80% of the appraised value of the property.

	<ul style="list-style-type: none"> • If <i>both loans</i> are to be secured by the deed of trust it must be structured as <i>pari passu</i>, not less than a second position and the combined loans cannot exceed 80% of the appraised value. • This loan can be collateralized by an irrevocable letter of credit made payable to the City on Demand for an amount not less than the principal balance of the City’s loan at any given time.
Responsibilities of Grantee	<p>Grantee shall:</p> <ul style="list-style-type: none"> • Have 5% (MBE) and 5% (WBE) of the total construction contract earmarked for M/WBE contractor and subcontractor participation. • Create 29 full time and 61 part time jobs. The creation and retention of these jobs shall be at or above the current county living wage of \$9.12 per hour, including tips, and providing some additional benefits such as health care assistance and vacation time. • Provide the City designee with an annual NCUI 101 for the two years immediately following the beginning of full operations, which will provide documentation of job creation and retention. • Allow the City upon reasonable notice to inspect, audit, examine and copy records of the Company pertaining to the investment and the M/WBE participation in this project. In year 1, the company will provide a tax evaluation, substantiating the value of the asset, and every year after, provide property tax payment records • Shall obtain all required State and local permits required for construction. • Pay all state and local taxes.
Responsibilities of the Grantor	<p>Grantor shall:</p> <ul style="list-style-type: none"> • Take reasonable steps to ensure the funds are available for payment. • Give reasonable notice of audit or inspection of Grantee’s records pertaining to the terms of the Agreement. • Take reasonable measures to ensure the confidentiality of documents provided by the Grantee, to the extent allowed by law.
Default provisions	<p>Grantee agrees to repayment to the City if:</p> <ul style="list-style-type: none"> • The grantee fails to invest \$3.2 Million • Fails to pay State or local taxes, • Fails to create and retain jobs for the two years immediately following the commencement of operations the incentive will be reduced by \$1,351.35 per full time equivalent job that is not created or retained, in

	<p>accordance with an agreed upon ramp up schedule.</p> <ul style="list-style-type: none">• There is a reduction of 10% or more in the amounts of Developer Equity contributed to the project,• Any representation or information contained in the Application relating to the financial structure of the project is false or materially misleading,• The Managing Member interest of the LLC, the Applicant, will not be assigned or transferred to another entity without the written approval of the City.• If the grantee fails to meet the M/WBE minimum standards at the completion of the construction.
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