

RESOLUTION NO. 31022

A RESOLUTION TO AMEND RESOLUTION NO. 30619 TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO A DONATION AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH THE A.I.M. CENTER, INC., FOR THE DEVELOPMENT OF AFFORDABLE HOUSING ON THE PROPERTY LOCATED AT 1815 E. MAIN STREET, IDENTIFIED AS TAX PARCEL NO. 156B-D-009, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby amending Resolution No. 30619 to authorize the Mayor or his designee to enter into a Donation Agreement, in substantially the form attached, with the A.I.M. Center, Inc., for the development of affordable housing on the property located at 1815 E. Main Street, identified as Tax Parcel No. 156B-D-009, and to execute all documents necessary to complete the transaction.

ADOPTED: February 1, 2022

/mem

DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”) is made this ____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF CHATTANOOGA**, a Tennessee municipal corporation, having an address of 101 E. 11th Street, City Hall, Chattanooga, Tennessee 37402 (“Donor”) and **THE A.I.M. CENTER, INC.**, a Tennessee nonprofit corporation with its principal place of business at 472 W. ML King Boulevard, Chattanooga, Tennessee 37402 (“Donee”).

RECITALS:

- A. Donor is the fee simple owner of a certain parcel of real property located in Chattanooga, Hamilton County, Tennessee, which has a street address of 1815 E. Main Street, Chattanooga, Tennessee, bearing tax parcel I.D. 156B-D-009.
- B. Donor desires to donate the property to Donee for the purpose of Donee developing 60 units of Affordable Housing (defined below) and a portion of the Affordable Housing (not less than 15 units) shall be operated as Permanent Supportive Housing (defined below) (the Affordable Housing units including the Permanent Supportive Housing units hereinafter referred to as the “Project”) for the benefit of the community, and Donee desires to accept such donation from Donor.
- C. Donee intends to lease the Donated Property (defined below) to a for profit entity (the “Limited Partnership”) for the purpose of raising capital to be used for financing a portion of the cost of the Project.
- D. In order to obtain the capital investment in the Limited Partnership, the Limited Partnership intends to obtain an allocation from THDA of low income housing tax credits (“LIHTC”).
- E. In connection with the allocation of the LIHTC, the Limited Partnership will enter into a Regulatory Agreement (the “Regulatory Agreement”) and Land Use Restriction Agreement (“LURA”) with THDA requiring compliance with applicable law or regulations governing LIHTC.
- F. The Limited Partnership will also obtain a permanent loan (the “Permanent Financing”) to finance a portion of the costs of the Project.
- G. The parties desire to set forth the terms and conditions of the donation in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Donation.**

(a) For and in consideration of the mutual covenants and promises contained in this Agreement, and in acknowledgment of Donee’s material reliance on this Agreement, Donor agrees to grant and convey to Donee the Property described on **Exhibit “A”** (the

“Donated Property”). Donee shall not be obligated to accept the Donated Property if (a) the donation is not consummated under this Agreement because of Donor’s failure, refusal or inability to perform any of its obligations under this Agreement; (b) Donee elects to terminate this Agreement because any of Donor’s representations cease to be true prior to Closing (hereinafter defined); (c) Donee elects to terminate this Agreement because Donor is unable to remove a title exception objected to by Donee; (d) Donee elects not to close by reason of damage to the Donated Property in accordance with Paragraph 9 of this Agreement, (e) the Limited Partnership is not awarded an allocation of LIHTC by TDHA, or (f) any of Donor’s representations and warranties contained in this Agreement or become materially false.

(b) The parties agree that a reasonable estimate of the value of the Donated Property is \$210,000 according to the Hamilton County Tax Assessor’s Office, which assessment does not include the value of the structure located on the Donated Property.

2. **Closing.** The donation of the Donated Property by Donor (the “Closing”) shall take place on or before November 22, 2022, provided that Donee has not elected to extend or terminate this Agreement pursuant to the terms hereof. Donee’s obligation to accept title to the Property shall be contingent on Donor’s performance of all of its duties and obligations hereunder.

3. **Title; Termination of Leases; No Warranty.** Donor shall convey the Donated Property to Donee by executing and delivering to Donee a quitclaim deed (the “Deed”). Donee shall be under no obligation to accept the Deed from Donor if Donee, in its examination of title to the Donated Property, determines that it is subject to liens, encumbrances or other matters of title other than (a) the lien of ad valorem property taxes for the year in which the Closing occurs, (b) any encumbrances created by Donee including without limitation deeds of trust, assignment of rents and leases or financing statements; (c) exceptions listed on a title commitment (the “Title Commitment”) issued by a national title insurance company, which exceptions are accepted by Donee in writing; and (d) any other matters approved by Donee in writing. Donee may obtain at its expense either a title report or a Title Commitment from a national title insurance company reflecting good and marketable fee simple title to the Donated Property in Donor. If obtained, Donee may examine the title report/Title Commitment and shall furnish to Donor at least twenty (20) days prior to the Closing a written statement of any objections to matters of title. Matters reflected by the survey of the Donated Property obtained by Donee pursuant to Paragraph 4 below may be treated as title defects and referenced in the above-referenced title objection letter. Donor may, but shall not be obligated to, cure any such title or survey objections. Following Donee’s initial title examination, Donee shall have until the time of closing to re-examine title to the Donated Property and to give Donor notice of any additional objections disclosed by such re-examination, which were not filed and indexed of record on the date of Donee’s initial examination. If all of the stated title and survey objections are not cured or satisfied by the date set for Closing, Donee may, at its option:

(a) waive the title objections and proceed to Closing;

(b) terminate this Agreement, and, except as may expressly be provided herein to the contrary, Donor and Donee shall have no further rights or obligations under this Agreement.

Donor agrees to provide to Donee and the title insurer all routine or otherwise available documents necessary or desirable to confirm Donor's title to and authorization to convey the Donated Property, and to permit Donee to obtain an ALTA 2006 Form, as amended, owner's title insurance policy, at Donee's sole cost and expense with respect to the Donated Property.

Notwithstanding the foregoing contained in this Paragraph 3, Donor shall be under no obligation to convey the Donated Property and deliver the Deed to Donee unless Donor obtains the approval of the Donated Property in the State of Tennessee Remediation Brownfield Program (the "Program") and, if accepted, Donor will enter into a Brownfield Voluntary Agreement ("BVA") through the Tennessee Department of Environment and Conservation ("TDEC") and Donee will become a successor party to the BVA once it becomes the owner of the Donated Property and Donee is approved as a successor party by TDEC

(c) **Existing Leases on the Donated Property.** Donee accepts the Donated Property subject to all existing Leases.

(d) **No Warranty- Acceptance of the Property in its AS-IS Condition.**

(i) **Environmental Condition of the Donated Property.** Donee acknowledges that recognized environmental conditions as described in the Limited Site Investigation Report delivered to Donee on March 27, 2020 exist on the Donated Property. Donee further acknowledges that Donor has applied for acceptance into the Program. Donee specifically waives any claims it might have against Donor as a result of the contamination and Donee accepts the Donated Property **AS-IS AND WHERE-IS, WITH ALL FAULTS.** From and after the Closing, Donee also agrees to comply with any Land Use Restrictions and any Orders placed on the Donated Property by TDEC, and Donee, by accepting a donation of the Donated Property at Closing, for itself and on behalf of all successors and assigns, and all current and future owners and operators of the Donated Property and predecessors in title (collectively, the "Released Parties") from and waives as against the Released Parties, all legal, equitable and other claims of damages, relief, loss or liability of every kind and nature for or attributable to any environmental, health and safety compliance or environmental, health and safety condition relating to the Donated Property or surrounding areas or activities conducted thereon, known or unknown, foreseen and unforeseen, including any damages or relief for failure to comply with any Land Use Restrictions or Orders imposed by TDEC and with any law or regulation or agreement or any other claim or lawsuit under common law or any local, state or federal law, rule, ordinance or regulation relating to environmental, health or safety compliance, contamination or other environmental, health or safety matters, from and after the date hereof to the extent permitted by law. Donee and all of its successors and assigns, and all future owners and operators of the Donated Property, shall be deemed to have assumed and taken responsibility for and shall defend, indemnify and hold Released Parties harmless from and against all losses, costs, claims, liabilities, expenses, reasonable attorneys' fees and costs, demands and obligations of every kind and nature, known and unknown, foreseen and unforeseen, attributable to the environmental, health and safety compliance and

the environmental health, and safety condition of the Donated Property and the surrounding areas, including without limitation, with respect to any Land Use Restrictions or Orders imposed on the Donated Property by TDEC to the extent permitted by law. Donee further agrees that it will be responsible for all costs associated with the remediation of the environmental conditions existing on the Donated Property.

(ii) **Physical Condition of the Donated Property.** Donor makes no guarantee, representation or warranty regarding the physical condition of the Donated Property, and Donee expressly disclaims any and all obligations and liability to Donor regarding any defects or structural damage which presently exists on the Donated Property. Donee hereby agrees to accept the Donated Property in its **AS-IS-WHERE-IS, WITH ALL FAULTS** condition and Donee assumes all risks associated with the physical condition of the Donated Property, regardless of the cause or date of origin of such condition, and releases all rights or claims against Donor relating to such condition or for any costs of remediation or cure of any physical condition.

The provisions set forth in this Paragraph 3 shall survive the Closing and all instruments of conveyance.

4. **Survey.** Prior to Closing, Donee, at its expense, may obtain a boundary survey of the Donated Property, signed and sealed by a Tennessee registered surveyor, certified to Donee and the title insurer, prepared according to state standards. The legal description drawn from any such survey shall serve as the legal description for the Donated Property, as set forth in the Deed.

5. **Donor's Representations.** Donor represents as follows:

(a) To the best of Donor's knowledge, but without conducting an investigation, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Donated Property or any portion thereof, or pending or threatened against Donor, which could affect Donor's title to the Donated Property or any portion thereof, affect the value of the Donated Property or any portion thereof, affect Donor's duties and obligations under this Agreement or subject an owner of the Donated Property, or any portion thereof, to liability;

(b) Donor has not received written notice of any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Donated Property.

6. **Donee's Representations and Warranties.** In addition to Donee's representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

(a) Donee is accepting the Donated Property solely in reliance on its own information and/or findings and not on any information, representation or warranty provided or to be provided by Donor, its officials, representatives, agents, employees, or assigns; and

(b) Neither Donee, nor its officials, representatives, agents, employees, or assigns have made any representations or warranties, implied or expressed, relating to the condition of the Donated Property or the contents thereof.

7. **Remedies Upon Default.** In the event Donor defaults in the performance of any of Donor's obligations under this Agreement, Donee's sole remedy shall be the right of specific performance against Donor. In the event Donee defaults in the performance of any of its obligations under this Agreement, Donor shall have the right to any remedy provided in this Agreement or by law or equity, except Donor shall not have the right to sue Donee for damages for any reason whatsoever.

8. **Right to Inspect the Donated Property.** Donee, through its employees and agents, may enter upon the Donated Property in order to conduct such survey, appraisal, environmental, physical, engineering, feasibility studies and other inspections and investigations as Donee deems appropriate in an effort to determine whether or not to proceed with the Closing. Donee hereby agrees to indemnify Donor, its officials, officers, agents, and employees and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property, including civil rights actions, to any person or for any cause whatsoever caused wholly or in part by any act or omission of Donee, its agents, employees, invitees, contractors or assigns, except for those resulting from the willful misconduct or gross negligence of the Donor. Donee further agrees to defend, pay all costs of defense, including reasonable attorney's fees and court costs, and/or any judgment or cost for any claim or suit brought against Donor as a result of any claim brought against Donee, its agents, employees, invitees, contractors, or assignees for Donee's temporary use of the Donated Property for the above-stated purpose. This indemnification obligation shall survive the Closing and the delivery of the instruments of conveyance.

9. **Risk of Loss.** In the event the Donated Property is destroyed or damaged prior to Closing, such that the Property is, in the sole discretion of Donee, no longer suitable for Donee's public purposes, Donee shall have the right, by notice given to Donor as provided in Paragraph 13 below, to terminate this Agreement, and, except as may be provided expressly to the contrary herein, Donor and Donee shall have no further rights, obligations or duties under this Agreement.

10. **Performance Requirements; Right of Reversion.**

For purposes of this Agreement:

"Affordable Housing" means occupancy of the Project solely by tenants having incomes of sixty percent (60%) or less of the area gross median gross income as defined in section 42(g) of the Internal Revenue Code.

"Affordable Housing Requirement" means that the units shall be used solely for the provision of Affordable Housing.

"Force Majeure" means any of the following events that directly impact Donee's ability to meet the Performance Requirements: flood, earthquake, storm, lightning, fire, pandemic, epidemic, or other Acts of God; sabotage or terrorism.

“Permanent Supportive Housing” means Affordable Housing wherein tenants are provided one or more support services designed to build independent living and tenancy skills through health care, treatment and employment services as specifically determined by Donee from time to time.”

“Permanent Supportive Housing Requirement” means using not less than 15 units of the Donated Property for the sole purpose of providing Permanent Supportive Housing for a period of twenty-five (25) years from the Effective Date as solely determined by Donor.

“Reversion Right” means Donor’s right of reversion in the Donated Property and all improvements and fixtures located thereon.

(a) **Performance Requirements.** As consideration for the donation of the Donated Property, and other valuable consideration, Donee represents and warrants that it will (i) obtain sufficient financing for construction of the Project on or before July 22, 2023(the “Financing Requirement”); (ii) construct the Project and obtain Certificates of Occupancy for the Project by October 1, 2024 (the “Completion Date”) (the “Completion Requirement”); and (iii) maintain the Affordable Housing and Permanent Supportive Housing on the Donated Property for a period of twenty-five (25) years, all in accordance with Section 10 (b), (c) and (d) hereof. The Financing Requirement, the Completion Requirement, the Affordable Housing Requirement and the Permanent Supportive Housing Requirement are collectively referred to herein as the “Performance Requirements.”

(b) **Force Majeure.** Donor may, in its reasonable discretion, by written notice to Donee extend the Completion Date to a later calendar date/year due to an event of Force Majeure.

(c) **Compliance with the Performance Requirements.** Donee shall be deemed to be in compliance with the Financing Requirement if it has obtained sufficient financing for construction of the Project by July 22, 2023. Donee shall be deemed to be in compliance with the Completion Requirement if Donee has completed construction of the Project and obtained Certificates of Occupancy by the Completion Date. Donee shall be deemed to be in compliance with the Affordable Housing Requirement if Donee uses the Donated Property in compliance with the LURA, as applicable, for a period of twenty-five (25) years from the Effective Date as determined by Donor. Donee shall be deemed to be in compliance with the Permanent Supportive Housing Requirement if Donee uses not less than 15 units of the Donated Property for the sole purpose of providing Permanent Supportive housing for a period of twenty-five (25) years from the Effective Date as solely determined by Donor.

(d) **Failure to Comply with Performance Requirements; Right of Reversion.**

(i) **Financing Requirement.** In the event that Donee fails to comply with the Financing Requirement, Donor, in its reasonable discretion, shall have the right of exercising its Reversion Right in the Donated Property and all improvements and fixtures located thereon. Donor shall give prior written notice

to Donee of the failure to comply with the Financing Requirement and Donor's option to exercise the Reversion Right. If Donor elects to exercise its Reversion Right, the Donated Property and all improvements and fixtures located thereon shall revert to Donor as of the date of such exercise of Donor's Reversion Right.

(ii) **Completion Requirement.** In the event that Donee fails to comply with the Completion Requirement, Donor, in its reasonable discretion, shall have the right of exercising its Reversion Right in the Donated Property and all improvements and fixtures located thereon. Donor shall give prior written notice to Donee of the failure to comply with the Completion Requirement and Donor's option to exercise the Reversion Right. If Donor elects to exercise its Reversion Right, the Donated Property and all improvements and fixtures located thereon shall revert to Donor as of the date of such exercise of Donor's Reversion Right.

(iii) **Affordable Housing Requirement and Permanent Supportive Housing Requirement.** In the event that Donee fails to comply with the Affordable Housing Requirement or the Permanent Supporting Housing Requirement, Donor, in its reasonable discretion, shall have the right of exercising its Reversion Right in the Donated Property and all improvements and fixtures located thereon. Donor shall give prior written notice to Donee of the failure to comply with the Affordable Housing Requirement or the Permanent Supporting Housing Requirement and Donor's option to exercise the Reversion Right. If Donor elects to exercise its Reversion Right, the Donated Property and all improvements and fixtures located thereon shall revert to Donor as of the date of such exercise of Donor's Reversion Right.

Notwithstanding any of the foregoing to the contrary, Donee shall have a ninety (90) day cure period from its receipt of Donor's written notice of noncompliance of the Financing Requirement and Donor's election of the Reversion Right (the "Financing Cure Period") during which cure period Donee shall have the right to cure its noncompliance with the Financial Requirement. If Donee fulfills the Financing Requirement within the Financing Cure Period, the Donee shall be deemed in compliance with the Financial Requirement and shall not be subject to the Reversion Right under this Section 10(d)(i). Donee shall have a ninety (90) day cure period from its receipt of Donor's written notice of noncompliance of the Completion Requirement and Donor's election of the Reversion Right (the "Completion Cure Period") during which cure period Donee shall have the right to cure its noncompliance with the Completion Requirement. If Donee fulfills the Completion Requirement within the Completion Cure Period, the Donee shall be deemed in compliance with the Completion Requirement and shall not be subject to the Reversion Right under this Section 10(d)(ii).

Memorandum of Reversion Right. If Donor elects to exercise its Right of Reversion in accordance with this Section 10, a memorandum declaring such reversion and executed by the Mayor shall be recorded in the Register's Office of Hamilton County, Tennessee and shall constitute conclusive evidence of such

reversion; provided, however, that such memorandum shall affirm compliance by Donor and Donee with the respective rights of notice and cure provisions of this Section 10.

(e) **Reversion Right Subject to LURA.** Notwithstanding anything to the contrary in this Section 10, Donor agrees that any Reversion Right shall be subject to the LURA and the Donor shall not exercise any Right of Reversion while (i) the LURA is a lien recorded against the Donated Property and (ii) Donee is in compliance with terms of the LURA, subject to any applicable notice and/or cure periods. The agreement in this paragraph described herein shall automatically expire upon the expiration of the LURA. Donee shall be required to promptly notify Donor of any notice of noncompliance issued by TDHA.

11. **Community Benefits of Permanent Supporting Housing.** Donee represents that the construction of the Permanent Supporting Housing on the Donated Property will provide the following benefits to the community:

- Use of a community room for neighborhood meetings;
- Upgraded and new pedestrian sidewalks;
- A community garden;
- Green space/park area;
- Bus shelter which offers community members a place to sit as well as provides shelter during bad weather;
- Removal of blighted buildings presently existing on the Donated Property;
- Landscaping to enhance the block; and
- Eradication of environmental issues.

12. **Indemnification.** Donee agrees to indemnify and hold harmless Donor, its officials, representatives, employees or agents from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including reasonable attorneys' fees and costs) that Donor may incur to the extent arising from Donee's actions or failure to act on, respond to or comply with any written notices received after closing regarding violation of any local, state or federal laws, rule or ordinance affecting the Donated Property, except as may be due to the willful misconduct or gross negligence of the Donor. This indemnification provision shall survive the Closing and all instruments of conveyance.

13. **Notices.** All notices pertaining to this Agreement shall be in writing, delivered to the parties hereto personally by hand, by United States mail, certified or registered, with return receipt requested, by telecopier (provided a confirmation copy is sent via another mode) or courier service at the addresses set forth in the introductory paragraph of this Agreement. All notices shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

If served personally, if sent by first class mail, registered or certified, postage prepaid, or if sent by a national recognized overnight delivery service, paid by the sending party and addressed as follows:

Grantor: City of Chattanooga
ATTN: Real Property of ECD
101 E. 11th Street, G-4
Chattanooga, TN 37402

With a copy to: Valerie L. Malueg
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

Grantee: The A.I.M. Center, Inc.
472 W. ML King Boulevard
Chattanooga, TN 37402

With a copy to: Thomas E. Smith
Cavett, Abbott & Weiss
801 Broad Street, Ste. 428
Chattanooga, TN 37402

Any party may change its address for notices under this Right of Entry by giving written notice of such change to the other party in accordance with the terms of this paragraph.

14. **Prorations and Fees.** The Donated Property is presently exempt from the payment of real property taxes. From and after the Closing, the Donated Property will be placed on the tax roll, and Donee shall be responsible for the payment of real property taxes. Water quality fees assessed for the year 2020 (regardless of when due and payable) shall be prorated as of the Closing. Special assessments levied prior to the Closing shall be the responsibility of Donor. Any documentary tax or real property transfer tax arising out of the conveyance of the Donated Property, the premium for the title insurance policy, and any other fees and charges shall be paid by Donee. The provisions contained in this paragraph shall survive the Closing and all instruments of conveyance. Nothing herein shall limit the Donee or Limited Partnership's right to apply for a Payment in Lieu of Taxes Agreement from the Health, Educational and Housing Facility Board.

15. **No Agents or Brokers.** Each party hereto represents to the other that it has not discussed the transactions contemplated in this Agreement with any real estate broker, agent or salesman so as to create any legal right or entitlement to claim a real estate commission or similar fee with respect to the conveyance of the Donated Property to Donee.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Possession.** Possession of the Donated Property shall be transferred to Donee at Closing.

18. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto but also upon their personal representatives, assigns, and other successors in interest. Donee, with Donor's prior written consent, which shall not be unreasonably withheld or delayed, may assign its rights under this Agreement to another charitable organization or to a governmental entity, in which case Donee shall be released in full from all duties and obligations hereunder, provided Donee's assignee agrees in writing to assume such duties and obligations.

19. **Additional Documents.** Donor and Donee agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

20. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and Donee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

21. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

22. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at Closing shall survive the Closing.

23. **Headings; Rules of Construction.** The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed more strictly against the drafter thereof.

24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.

25. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.

26. **Effective Date.** The effective date of this Agreement shall be the latter date of the execution dates below.

27. **Choice of Law.** The validity, construction, interpretation, and performance of this Agreement shall in all ways be governed and determined in accordance with the laws of the state of Tennessee.

28. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term “business days” as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

[SIGNATURE PAGES FOLLOW]

IN WITNESS of the foregoing provisions, the Donor, by its duly authorized signatory, has executed this Agreement under seal as of the last date of signature, as reflected below.

DONOR:

CITY OF CHATTANOOGA

By: _____

TIM KELLY, Mayor

Execution Date: _____

IN WITNESS of the foregoing provisions, the Donee, by its duly authorized signatory, has executed this Agreement under seal as of the last date of signature, as reflected below.

DONEE:

THE A.I.M. CENTER, INC.

By: _____

Execution Date: _____

EXHIBIT "A"

Situated in the City of Chattanooga, Hamilton County, Tennessee, being all of that property shown by the Final Plan of the Resubdivision of Block Eleven (11), Montague's Addition No. Four (4) dated August 24, 1984, recorded in Plat Book 39, Page 158 in the Register's Office of Hamilton County, Tennessee.