

1 A RESOLUTION AUTHORIZING A MASTER LEASE AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA (LESSOR) AND MICROLIFE INSTITUTE, INC.
3 (LESSEE) FOR COUNTY-OWNED REAL ESTATE LOCATED AT 4807 COCHRAN
4 ROAD, UNION CITY, GEORGIA, FOR THE DEVELOPMENT OF A COMMUNITY OF
5 COTTAGE HOMES THEREON; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
6 MASTER LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE
7 COUNTY ATTORNEY TO APPROVE THE MASTER LEASE AGREEMENT AND
8 RELATED DOCUMENTS AS TO FORM AND TO MAKE MODIFICATIONS THERETO
9 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.
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11 WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of
12 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
13 of the State; and

14 WHEREAS, the Fulton County Board of Commissioners adopted Resolution 22-
15 0545 on August 3, 2022, approving the use of not less than One Million Dollars
16 (\$1,000,000.00) in American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong.) (2021)
17 ("ARPA") funding to implement a pilot program to develop and construct a community of
18 tiny homes (later modified to be larger cottage homes) on Fulton County-owned real
19 property (the "Project"); and

20 WHEREAS, the cottage homes constructed through the Project will be sold to
21 Fulton County residents earning no more than 80% of the area median income ("AMI"),
22 with a preference for residents earning no more than 60% of the AMI, in order to increase
23 the supply of affordable housing in Fulton County; and

24 WHEREAS, Fulton County desires to develop and construct the Project on 2.16+/-
25 acres of County-owned real property located at 4807 Cochran Road, Union City, Georgia
26 (the "Property"); and

27 WHEREAS, on April 19, 2023, via Agenda Item 23-0289, Fulton County entered
28 into #22RFP1011K-DB Program Management Services for the Affordable Tiny Homes
29 ("Project Management Contract") with MicroLife Institute, Inc. ("MicroLife") for MicroLife
30 to provide project management services to Fulton County for the Project; and

1 **WHEREAS**, on December 4, 2024, via Agenda Item 24-0834, Fulton County
2 amended its existing Program Management Contract with MicroLife, for MicroLife to also
3 be the developer of the Project (“Development Contract”) by making MicroLife a
4 subrecipient of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in Fulton
5 County ARPA funding to manage, develop, construct, and complete the Project on Fulton
6 County’s behalf by selling the homes to qualified Fulton County residents; and

7 **WHEREAS**, the Development Contract contemplated that Fulton County and
8 MicroLife would enter into a Master Lease Agreement pursuant to which Fulton County
9 would lease the Property to MicroLife to develop the Project and sell the cottage homes;
10 and

11 **WHEREAS**, Fulton County, as Lessor, has negotiated mutually acceptable terms
12 for the Master Lease Agreement with MicroLife, as Lessee, to allow MicroLife to lease
13 the Property for an initial term of three years, with one (1) one-year renewal option, to
14 develop Phase I of the Project, which consist of the construction and sale of 9 cottage
15 homes, with additional renewals available for Phase II, construction of another 9 cottage
16 homes, upon the terms further described therein; and

17 **WHEREAS**, Fulton County, as Lessor, desires to execute the Master Lease
18 Agreement with MicroLife, as Lessee, to allow for development of the Project on the
19 Property; and

20 **WHEREAS**, Fulton County Code § 1-117 gives the Board of Commissioners
21 exclusive authority over directing and controlling all the property of the County, as it may
22 deem expedient, according to law.

23 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
24 Fulton County, Georgia, hereby approves the Master Lease Agreement between Fulton
25 County and MicroLife Institute, Inc., in substantially the form attached hereto as
26 Attachment A.

27 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
28 is hereby authorized to execute and deliver the Master Lease Agreement and related

1 documents to MicroLife Institute, Inc., after the County Attorney has approved the Master
2 Lease Agreement and related documents as to form, and made such other or additional
3 modifications as are necessary, to protect Fulton County's interests prior to execution by
4 the Chairman.

5 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon
6 its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
7 are hereby repealed to the extent of the conflict.

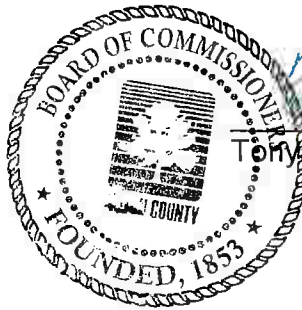
8 **SO PASSED AND ADOPTED**, this 2nd day of April, 2025.
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11 **FULTON COUNTY BOARD OF**
12 **COMMISSIONERS**
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16 Robert L. Pitts, Chairman (At-Large)
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19 **ATTEST:**
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30 Tonya R. Grier, Clerk to the Commission
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33 **APPROVED AS TO FORM:**
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32 Y. Soo Jo
33 County Attorney
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Attachment A

Master Lease Agreement

STATE OF GEORGIA

COUNTY OF FULTON

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT ("Master Lease Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein "Lessor") and **MicroLife Institute, Inc.**, a nonprofit corporation registered to conduct business in the State of Georgia (herein "Lessee"). Lessor and Lessee may each be individually referred to as Party, or together, as Parties.

WITNESSETH:

WHEREAS, the Parties find that there is a serious shortage of affordable housing options within Fulton County, Georgia; and

WHEREAS, to address the shortage of affordable housing in Fulton County, Georgia, on August 3, 2022, the Fulton County Board of Commissioners adopted Resolution 22-0545, approving the use of not less than One Million Dollars (\$1,000,000.00) in American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong.) (2021) ("ARPA") funding to implement a pilot program to develop and construct a community of tiny homes on real property owned by Fulton County, as Lessor herein; and

WHEREAS, the pilot program was modified on September 6, 2023, via Agenda Item No. 23-0576, to the development and construction of a community of cottage homes, which are slightly larger than tiny homes; and

WHEREAS, the pilot program is anticipated to include the construction and sale of nine (9) cottage homes in Phase I, and to include the construction and sale of an additional nine (9) cottage homes in Phase II, should its implementation be approved by both Parties (with "Project" defined as Phase I, and only if approved by both Parties, Phase II); and

WHEREAS, the cottage homes constructed through the Project will be sold by Lessee to Fulton County residents earning no more than 80% of the area median income, with a preference for residents earning no more than 60% of the area median income, in order to increase the supply of affordable housing within Fulton County; and

WHEREAS, Fulton County, as Lessor, owns Property located at 4807 Cochran Road, Union City, Fulton County, Georgia (Parcel ID: 09F220201001160) (the "Property") that is suitable for the development of the Project; and

WHEREAS, Lessor desires to let to Lessee, and Lessee desire to lease from Lessor, the Property, being approximately 2.16+/- acres of space, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference ("Leased Premises") in order for Lessee to undertake and complete the Project; and

WHEREAS, the Parties have entered into that Amended and Restated Contract Agreement, dated as of December 20, 2024 (“Development Contract”) and as attached hereto as Exhibit B and incorporated herein by reference, pursuant to which the Lessee shall act as Lessor’s subrecipient of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in ARPA funding as a grant to be used by Lessee toward the development of the Project to support Lessor’s goal of providing more affordable housing in Fulton County; and

WHEREAS, pursuant to the Development Contract, Lessee shall design, construct, and manage the Project, and the sale of individual cottage home units to appropriate purchasers, as further described herein; and

WHEREAS, the Parties agree and acknowledge that the Leased Premises and all improvements developed or constructed thereupon, including the cottage home units, shall remain the property of Lessor for the entirety of, and following the expiration or termination of, the term of this Master Lease Agreement, unless and until sold to an appropriate purchaser or transferred to a homeowner’s association created to hold, maintain, and manage such common property; and

WHEREAS, pursuant to the Development Contract, the Parties contemplated entering into this Master Lease Agreement pursuant to which the Lessor shall lease the Leased Premises upon which the Project is to be constructed to Lessee; and

WHEREAS, the recitals hereto are incorporated herein as part of this Master Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.
Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the Leased Premises, as more particularly described in Exhibit A. The Leased Premises consists of approximately 2.16+/- acres.

2.
Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee’s fulfillment of its obligations as a subrecipient of the ARPA funding, carrying out and completing the Project and thereby increasing the supply of affordable housing in Fulton County, and complying with all the terms and conditions of the Development Contract and this Master Lease Agreement, are adequate consideration for Lessor entering into this Master Lease Agreement for use of the Leased Premises.

3.
Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described herein. Following execution by the Parties, the Master Lease Agreement shall commence on the Effective Date and run through December 19, 2027 ("Initial Term"). After the Initial Term and provided the Master Lease Agreement is not sooner terminated pursuant to Sections 10 or 11 of this Master Lease Agreement, Lessee shall have a one (1) one-year option to renew the Master Lease Agreement ("Renewal Term"), beginning December 20, 2027 and ending December 19, 2028; provided that Lessee deliver to the Fulton County Manager a written notice of renewal within the time period prescribed below in this section of the Master Lease Agreement. The request for renewal shall be subject to and conditioned on approval by the Board of Commissioners. Except as provided herein, under no circumstances shall the term of the Master Lease Agreement extend beyond December 20, 2028, unless the Parties mutually agree in writing to extend the Master Lease Agreement.

Should the Parties agree in writing to approve the implementation of Phase II of the Project, this Master Lease Agreement may be renewed for an additional three (3) year initial term ("Phase II Initial Term") by the mutual written agreement of the Parties at least sixty (60) days prior to the expiration date of the Initial Term, with a one (1) one-year renewal option ("Phase II Renewal Term"). The Phase II Initial Term may commence at any time when (i) the Parties mutually agree and (ii) Lessee has secured adequate financing to commence Phase II.

Notice of Lessee's desire to exercise its option for the Renewal Term or Phase II Renewal Term shall be given to Lessor in writing at least sixty (60) days prior to the expiration date of the Initial Term or the Phase II Initial Term, as applicable. It is further provided that either option may be exercised by Lessee only if all covenants, agreements, provisions, stipulations, terms and conditions of this Master Lease Agreement, the Development Contract, and any additional agreements entered into between the Parties concerning the Project, on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

It is understood that, at the end or upon termination of the Master Lease Agreement, including where all options to extend are exercised and granted, this Master Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination.

4.
Use of Premises

Lessee shall utilize the Leased Premises solely for the purposes of developing, completing, and selling the Project in compliance with the Development Contract, which is incorporated herein by reference, and any additional agreements entered into between the Parties concerning the Project, as applicable. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in advance of adoption, which shall have the same force and effect as the covenants of this Master

Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors, patrons, agents, employees, vendors, and contractors observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

5.

Access to the Leased Premises

Lessee shall limit access to the Leased Premises to its officers, employees, partners, vendors, service providers, contractors, subcontractors, potential purchasers, and other associates. Lessee shall provide security adequate to prevent unauthorized access of the Leased Premises.

6.

Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition "as is" and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Master Lease Agreement, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

7.

Utilities; Security Services

7.1 Utilities. Except as otherwise agreed upon by Lessor and Lessee, Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project completion on the Leased Premises and assume any and all operating costs associated therewith. Upon the transfer of each cottage home unit, whether via sale or rent, all utilities shall concurrently be transferred to the applicable eligible purchaser or renter and neither Lessee nor Lessor shall have any further responsibility therefor.

7.2 Security Services. Lessee shall provide, at Lessee's sole expense, security staff and security system(s) sufficient for the physical security of the Leased Premises until the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units.

8.

Liability; Insurance; Bonds

8.1 **Liability.** Lessee shall be responsible from the Effective Date for third party liability of any kind resulting from its occupancy, construction, or other work undertaken by Lessee or on Lessee's behalf on the Leased Premises. The Lessee agrees to indemnify and hold harmless Lessor, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee and or Lessee's contractors. Lessee shall be responsible for obtaining insurance for its personal property and all construction work undertaken and/or completed on the Leased Premises.

8.2 **Nonliability of Lessor.** Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees or agents.

8.3 **Insurance.** Lessee agrees to obtain and maintain in full force and effect without interruption during the entire term of this Master Lease Agreement, all of the insurance required as specified in Exhibit C, Insurance and Risk Management Forms, attached hereto, in addition to all insurance required by this Section 8, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Master Lease Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance showing the new required coverage. Policies shall protect the Lessor and Lessee on a primary basis from any and all Claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, and sale of said Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Master Lease Agreement.

Notwithstanding anything in this Master Lease Agreement to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Master Lease Agreement.

8.4 **Builder's Risk Insurance.** Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to cover the contract amount of the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, with a deductible not to exceed \$10,000.00. Lessor shall be included as an additional named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

8.5 Fire and Hazard Insurance. Once construction of the Project is complete, Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than \$2,000,000.00, or the full replacement cost of the improvements, exclusive of excavations and foundations, whichever is greater. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

8.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds in the amount of one hundred percent (100%) of the Project cost. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Inc, Oldwich, NJ and shall be licensed to do business in the State of Georgia.

9.

No Assignment or Subletting

Lessee may not assign, transfer or sublease this Master Lease Agreement without the prior written consent of Lessor.

10.

Termination for Cause; Termination for Convenience

10.1 Default. The following events shall be deemed to be events of default by Lessee under this Master Lease Agreement:

(i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;

(ii) Lessee shall abandon or vacate all or any portion of the Leased Premises or fail to take possession thereof as provided in this Master Lease Agreement;

(iii) Lessee shall fail to implement and complete the Project according to the Development Contract; or

(iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.2 Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: terminate this Master Lease Agreement, along with termination of the Development Contract according to the provisions therein, in which event Lessee shall immediately surrender the Leased Premises and any remainder of the \$1,500,000.00 in ARPA funds provided by Lessor (Fulton County) pursuant to the Development Contract to Lessee and, if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 10.

10.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity. nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Master Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

10.4 Termination for Convenience. Notwithstanding the provisions of this Section 10 of this Master Lease Agreement concerning default, or anything else contained in this Master Lease Agreement, Lessor may terminate this Master Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of sixty (60) days written notice to Lessee. Lessee may terminate this Master Lease Agreement with or without cause at any time, upon the giving of one hundred twenty (120) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to ~~to~~ the Leased Premises by Lessee pursuant to the Development Contract and/or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor along with Lessee returning all unspent ARPA grant funds to Lessor as set forth in this Section 10.

11.

Termination Upon Sale of Cottage Home Units

Unless sooner terminated according to the provisions of Section 10 above, the provisions of this Master Lease Agreement shall automatically terminate as to, and cease to apply to, each portion of the Leased Premises underlying each cottage home unit (with such portions of the Leased Premises substantially as depicted in Exhibit D, Phase I Plan, attached hereto, and which may be modified by Lessee with Lessor's approval) upon the sale or rental of such cottage home unit, in accordance with the Development Contract and Exhibit E, Sale of Units, of this Master Lease Agreement. Upon the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, this Master Lease Agreement shall be automatically terminated in full and be of no further force and effect. For the avoidance of doubt, at the expiration or earlier termination of this Master Lease Agreement, any portion of the Lease Premises not then sold to a homebuyer or transferred to a homeowner's association shall remain the property of Lessor.

Upon the sale of each portion of the Leased Premises underlying each cottage home unit, as well as the sale of the last remaining cottage home unit and transfer of any and all common property located on the Leased Premises to the applicable homeowner's association, the Leased Premises and all improvements located thereon shall henceforward constitute and belong to and be the absolute property of the owners and homeowner's association, respectively, without further act or conveyance by Lessee, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

If ownership of any portion of the Lease Premises is not transferred to a new owner or the applicable homeowner's association, such portion of the Leased Premises shall remain in Lessor's ownership. This provision shall survive the expiration or earlier termination of this Master Lease Agreement.

Concurrent with the sale of each cottage home unit, Lessee shall require Eligible Homebuyer(s) (as defined in Exhibit E) to complete any required pre-purchase counseling, with such completion to be evidenced by a certificate from a HUD-certified Housing Counseling Agency, and to execute a Second Mortgage Loan Security Deed in substantially the form attached hereto as Exhibit F, attached hereto, which may be modified by Lessor in its sole discretion.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Master Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessor for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.

Quiet Enjoyment

Lessee, upon performing and observing all term covenants and conditions of this Master Lease Agreement on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the term of the Master Lease Agreement, as same may be renewed or extended, subject, nevertheless to the terms of this Master Lease Agreement.

14.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project as called for under this Master Lease Agreement.

15.

Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Master Lease Agreement shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Master Lease Agreement as herein provided.

16.
Leasehold Interest

This Master Lease Agreement shall create a ground lease between the Parties, with Lessee having the right to occupy and use the Leased Premises subject to the terms and conditions described herein and in the Development Contract.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Master Lease Agreement, without any distinct written agreement by Lessor, Lessee shall be a tenant at sufferance and shall be bound to and shall abide by all of the terms set forth in this Master Lease Agreement, including but not limited to the insurance provisions set forth herein. There shall be no automatic renewal of this Master Lease Agreement by operation of law after the expiration or termination of the Master Lease Agreement.

18.
Alterations and Improvements

Lessee shall make only those alterations in, improvements or additions to the Leased Premises in compliance with their approved permitted plans as necessary for the completion of the Project and in compliance with the Development Agreement and any additional agreements entered into between the Parties concerning the Project. Lessee shall not make any alterations in, improvements or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Community Development, which consent shall not be unreasonably withheld, conditioned or delayed. All erections, additions, fixtures and improvements, if permanent in character made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the end or termination of the Master Lease Agreement, by lapse of time or otherwise, without compensation to Lessee.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Master Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Master Lease Agreement.

20.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Community Development
137 Peachtree Street, SW, 1st Floor
Atlanta, Georgia 30303
(404) 612-7378
Attention: Stanley Wilson
stanley.wilson@fultoncountyga.gov

To Lessee:

MicroLife Institute, Inc.
Executive Director, Founder and C.E.O.
1182 Vaughan Street
Clarkston, Georgia 30021
Attention: William Johnston
404-502-2195
will@microlifeinstitute.org

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000
Attention: Dr. Pamela Roshell
Pamela.Roshell@fultoncountyga.gov

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246
Attention: Attorney for Community Development

21.

Entire Agreement

This Master Lease Agreement contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Master Lease Agreement. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

22.

Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Master Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Master Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 20 herein to act in connection with the understandings and assurances contained in this Master Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

23.
Conditions as to Effect of Agreement

The Parties agree that this Master Lease Agreement shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Master Lease Agreement has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.
Environmental Compliance; Hazardous Substances

Lessee warrants and agrees that, during the term of the Master Lease Agreement and at its expense, Lessee shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

- (a) the environment, human health, or natural resources;
- (b) regulating, controlling, or imposing liability or standards of conduct concerning any hazardous materials;
- (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
- (d) requiring notification or disclosure of the existence of any environmental conditions or hazardous materials on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.


For purposes of this Master Lease Agreement, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.


IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.


LESSOR:

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:


Tonya R. Grier, Clerk of the Commission




Robert L. Pitts, Chairman

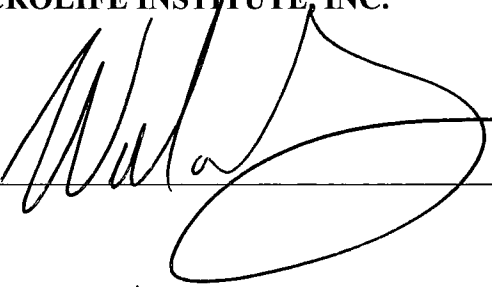
APPROVED AS TO FORM:

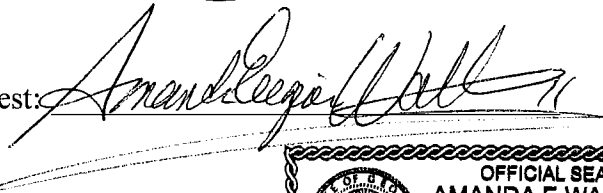

Y. Sbo Jo, County Attorney

[Signatures continue on following page]

LESSEE:

MICROLIFE INSTITUTE, INC.

By:  6/30/25

Attest: 

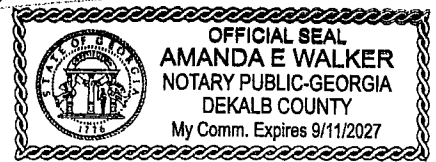


Exhibit A

The Leased Premises

All that tract or parcel of land lying and being in Land Lot 100 of the 9th F District of Fulton County, Georgia, containing 83,420 SQ. FT., 1.915 acres, more or less, all as more particularly shown and delineated on that certain plat of survey for Stanley Wilson & Tim Dimond, dated June 4, 2024, by Dekalb Surveys Inc., Jonathan M. Coe, GA Registered Land Surveyor No. 3354, said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

COMMENCING at the intersection of Stonewall Tell Road (50' R/W) and Cochran Road (20' R/W per Plat book 366 Pg. 71, Fulton County records), running thence 203.38 FEET southwesterly along the southern R/W of Cochran Road to an iron pin set (#4 rebar with cap #1086), being the TRUE POINT OF BEGINNING and commencing the following courses and distances:

SOUTH 03 DEGREES 16 MINUTES 11 SECONDS WEST A DISTANCE OF 181.63 FEET TO AN IRON PIN FOUND (#4 REBAR WITH CAP #2756),

THENCE NORTH 69 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 486.01 FEET TO AN IRON PIN SET (#4REBAR WITH CAP #1086),

THENCE NORTH 14 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 183.77 FEET TO AN IRON PIN FOUND (#4 REBAR),

THENCE SOUTH 67 DEGREES 59 MINUTES 54 SECONDS EAST A DISTANCE OF 422.63 FEET TO A POINT,

THENCE FOLLOWING THE CURVATURE OF COCHRAN ROAD ALONG THE ARC OF A CURVE TO THE LEFT, AND ARC DISTANCE OF 29.37 FEET, SAID ARC HAVING A RADIUS OF 121.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 78 DEGREES 34 MINUTES 38 SECONDS EAST A DISTANCE OF 29.30 FEET TO THE POINT OF BEGINNING.

Exhibit B

Development Contract

[See attached]



**FULTON
COUNTY**

AMENDMENT

#22RFP1011K-DB

**PROGRAM MANAGEMENT SERVICES FOR THE
AFFORDABLE TINY HOMES**

For

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

Index of Articles

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AMENDED AND RESTATED CONTRACT AGREEMENT

Consultant: MicroLife Institute, Inc.

Contract No.: #22RFP1011K-DB; Program Management Services for the Affordable Tiny Homes

Address: 1182 Vaughan Street
City, State: Clarkston, Georgia 30021

Telephone: 404-502-2195

Email: will@microlifeinstitute.org

Contact: William Johnston, Executive Director

This Amended and Restated Agreement made and entered into effective the 20th day of December 2024 (“**Effective Date**”) by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **MicroLife Institute, Inc.**, hereinafter referred to as “**Subrecipient**” (and together with County, hereinafter referred to as “**Party**” or “**Parties**”), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (“**ARPA**”) (H.R. 1319, 117th Cong.) (2021) was signed into law to provide funding for state and local governments to build an equitable economic recovery from the economic effects caused by the COVID-19 pandemic, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”) program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221, promulgating the County’s acceptance of federal ARPA funds; and

WHEREAS, on August 3, 2022, the Fulton County Board of Commissioners adopted Resolution 22-0545, approving the use of not less than One Million Dollars (\$1,000,000.00) in ARPA funding to implement a pilot program to develop and construct a community of tiny homes on real property owned by County; and

WHEREAS, County, through its Department of Real Estate and Asset Management (“**DREAM**”), desired to retain a qualified and experienced consultant to perform management services for the design, development, construction and administration (“**Management Services**”) of the pilot program, and entered into a Contract Agreement effective the 5th day of May, 2023 (“**Prior Agreement**”), pursuant to which MicroLife Institute, Inc. would perform such Management Services; and

WHEREAS, the pilot program was modified on September 6, 2023 via Agenda Item No. 23-0576 to the development and construction of a community of cottage homes, which are slightly larger than tiny homes (“**Project**”); and

WHEREAS, the cottage homes constructed through the Project will be sold to County residents earning no more than 80% of the area median income, with a preference for residents earning no more than 60% of the area median income, in order to increase the supply of affordable housing; and

WHEREAS, the Project is anticipated to include the construction and sale of nine (9) cottage homes (“**Project Phase I**”); and

WHEREAS if Project Phase I is successful, and Subrecipient (as defined herein) is able to secure sufficient funding, the Project will be expanded to include the construction and sale of an additional nine (9) cottage homes (“**Project Phase II**”) for a total of eighteen (18) cottage homes; and

WHEREAS, the Project is an eligible use of ARPA funds, as enumerated in 31 CFR Part 35.6(b)(3)(ii)(A)(5), as it responds to the negative economic impacts of the COVID-19 public health emergency by providing assistance to households and individuals via the development of affordable housing to increase long-term housing security; and

WHEREAS, County now desires MicroLife Institute, Inc. to perform development services in addition to the Management Services, including but not limited to the design, construction, and sale of the Project; and

WHEREAS, such development services shall also be funded by the ARPA funds the Board of Commissioners previously approved to be used toward the Project, and MicroLife Institute, Inc. shall act in the role of Subrecipient of such funds; and

WHEREAS, to enable the Subrecipient to obtain additional outside funding for the Project, County shall enter into a master lease agreement with the Subrecipient, pursuant to which the County shall lease the property on which the Project is to be constructed to Subrecipient; and

WHEREAS, County and Subrecipient wish to amend and restate the Prior Agreement to acknowledge Subrecipient's performance of development services and role as a subrecipient of the ARPA funds granted to County and to incorporate provisions related thereto; and

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations; and

WHEREAS, on December 4, 2024 via Agenda Item 24-0834, the Board of Commissioners approved the reallocation of ARPA funds and the contractual amendment of the Prior Agreement memorialized in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Subrecipient agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Agreement;
- II. Appendix 1;
- III. Exhibit A: General Requirements;
- IV. Exhibit B: Special Conditions;
- V. Exhibit C: Scope of Work;
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by County's and Subrecipient's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) any Addenda (including Appendices and Exhibits), 3) change orders, 4) the RFP, and 5) portions of Subrecipient's proposal that were accepted by County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on Wednesday, December 4, 2024 as Item #24-0834.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT; PURPOSE**

County and Subrecipient agree the Project is to perform work that is intended to include a broad range of services and activities that will be performed throughout the completion of this Project, at County's discretion, in order to meet the needs in implementing the design, construction, management, and sale of the cottage homes that make up this Project. All addenda referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

The Parties agree that County is providing these funds to Subrecipient, with Subrecipient having the obligation to comply with all applicable requirements where it is deemed a subrecipient, as defined in 2 C.F.R. § 200.1, and as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply and 2 C.F.R. § 200.331(a). In addition, the Parties state that this subaward complies with 2 C.F.R. § 200.332 by providing the information set forth in Appendix 1 hereto.

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all Project activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

This Agreement also sets forth the way in which County and Subrecipient will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 by providing assistance to households and individuals via the development of affordable housing to increase long-term housing security.

ARTICLE 4. SCOPE OF WORK

Subrecipient will provide County services related to the design, construction, management, and sale of the Project in accordance with the Scope of Work, attached hereto as **Exhibit C**. Unless modified in writing by both Parties in the manner specified in this Agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in **Exhibit C**, Scope of Work. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an "Eligible Use Category" cost/service. Subrecipient further agrees that the use of funds will comply with allowable costs as determined by 2 CFR § 200, Subpart E - Cost Principles and § 4-21.027 of the Office of Management and Budget's Compliance Supplement.

Subrecipient shall spend the Award Amount (as defined herein) for the purposes described in the Scope of Work, unless other direct changes are agreed to in writing in advance by County. In no event will County be obligated to provide any funding above the total amount of the Award Amount.

ARTICLE 5. DELIVERABLES

Subrecipient shall deliver to County all reports prepared under the terms of this Agreement and all deliverables that are specified in **Exhibit D**, Project Deliverables. Subrecipient is required to prepare and deliver the below reports:

Progress Reports. Subrecipient will submit a quarterly progress report within twenty (20) days of the end of each calendar quarter during the term of this Agreement. Such reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting Project goals and milestones funded by the ARPA allotment provided by County. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. County will provide the performance template to Subrecipient, and Subrecipient shall submit the reports electronically. Subrecipient shall register and maintain an updated profile with SAM.gov. County reserves the right to request additional Project information at any time.

During the construction of the Project, progress reports will also be submitted with each payment request and will include:

- Narrative on the status of the project.
- Information on potential homebuyers identified and qualified.
- Information on any issues or problems.

At occupancy, progress reports will also include the following data on the occupant(s) of each cottage home once occupied:

- Household size.
- Race, Ethnicity, if known.
- Special status (i.e., whether the household includes a person with a disability, a senior citizen, etc.), if known.

- Whether the household previously resided in subsidized housing.

Financial Reports. Subrecipient agrees to provide monthly financial and expenditure reports within ten (10) days of the end of each calendar month during the term of this Agreement. Such reports shall be in the template provided by County to the Subrecipient, and Subrecipient shall submit the reports electronically. Along with such reports, Subrecipient shall provide copies of documentation concerning obligated costs, such as contracts entered into for the Project, that will be paid by the end of the budget period. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the costs recorded in the monthly financial and expenditure report. Subrecipient will submit a close out report of all work completed from the allotment provided by County. County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to Subrecipient in County's discretion.

Other Reports. County retains the right to request additional deliverables and the right to change reporting requirements regarding the cottage homes as reasonably necessary.

Deliverables shall be furnished to County by Subrecipient in a media of form that is acceptable and usable by County at no additional cost at the end of the Project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Subrecipient shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Subrecipient in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Subrecipient may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Subrecipient agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Subrecipient shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Subrecipient from County. Subrecipient shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The initial term of the Agreement shall be for a term of three years beginning with the Effective Date of this Agreement with one (1) one (1) year renewal option (such initial term and any successive renewal terms, “**Term**”).

ARTICLE 10. COMPENSATION; AWARD; PROCEEDS

Compensation for work performed by Subrecipient on the Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

ARPA funding in the total amount of \$1,500,000.00 (“**Award Amount**”) will be provided by County to Subrecipient for any and all portions of the Scope of Work considered to be an eligible use under ARPA. Subrecipient acknowledges that the entire Award Amount must be expended by December 31, 2026.

The total contract amount payable to Subrecipient by County for the Project shall not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars and No Cents).

Subrecipient agrees that use of grant funds for any costs not approved by this Agreement may be subject to reimbursement by Subrecipient to County.

The Parties understand and agree that Subrecipient shall seek to secure additional funds from private lenders and other sources to use towards the Project.

Proceeds: Subrecipient acknowledges that this is a pilot project. If County and Subrecipient approve the implementation of Project Phase II, and Subrecipient secures sufficient additional funding, any and all proceeds from the sale of cottage homes developed for Project Phase I (“**Proceeds**”) must be applied toward the development of Project Phase II. If Project Phase II is not approved by County and/or Subrecipient, or otherwise unable to proceed, any and all Proceeds must be applied toward the development of other County-approved affordable housing project(s) (defined as projects serving households earning 80% or less of the area median income). Subrecipient shall maintain accurate financial records and accounts to demonstrate the Proceeds from the sale of Project Phase I homes.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract.

Subrecipient represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services. During construction, Subrecipient shall perform on-site management of the work. Subrecipient shall be responsible to County for the acts and omissions of Subrecipient's employees, subcontractors, and agents as well as any other persons performing work pursuant to this Agreement for the Subrecipient.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or sub-consultant as set forth herein without the prior written approval of County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: County may by written notice to Subrecipient suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, Subrecipient must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, Subrecipient will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Subrecipient. Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party

seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if Subrecipient refuses or fails to perform the work as specified in **Exhibit C**, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.
- (4) County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to County as stated in Exhibit D, Project Deliverables.
- (5) Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by County. Within thirty (30) days of termination, Subrecipient shall return any unused ARPA funds to County.
- (6) Whether or not the Subrecipient's right to proceed with the work has been terminated, Subrecipient shall be liable for any damage to County resulting from Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with County obtaining the services of another to complete the Project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Within thirty (30) days of termination for convenience of County, Subrecipient shall return any unused ARPA funds to County.

If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONSULTANT**

Subrecipient shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Subrecipient or any of its agents or employees to be the agent, employee or representative of County. Parties acknowledge that the relationship of Subrecipient to County is not of an employee/employer. Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Subrecipient represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement.

All the services required hereunder will be performed by Subrecipient or under the direct supervision of Subrecipient. All personnel engaged in the Project by Subrecipient shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred or assigned by Subrecipient without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Subrecipient will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other consultants. Subrecipient shall fully cooperate with such other related consultants and County employees or appointed committees. Subrecipient shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with County. Subrecipient shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Subrecipient shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Subrecipient in any manner.

ARTICLE 20. ACCURACY OF WORK

Subrecipient shall be responsible for the accuracy of their work as well as any subcontractor hired by Subrecipient and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and the Project work area under this Agreement and amendments thereto. All reports, drawings, studies, specifications, schedules, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

ARTICLE 22. INDEMNIFICATION

Indemnification. With respect to liability, damages, costs, losses, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of Subrecipient's acts, errors, or omissions caused by or resulting from or arising out of any act or omission in connection with this Agreement or the work hereunder, whether caused by Subrecipient or Subrecipient's agents, officers, or employees, or by any of Subrecipient's subcontractors or suppliers, the Subrecipient shall assume the entire responsibility and indemnify, release, and hold harmless County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "**Indemnified Person**")

(except that no party shall be indemnified for their own sole negligence). Subrecipient, if requested, shall assume and defend at Subrecipient's own expense, any suit, action or other legal proceedings arising there from, and Subrecipient hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against County arising there from. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Subrecipient.

Subrecipient's obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Subrecipient further agrees to indemnify and hold harmless County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.1 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Subrecipient, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Subrecipient is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.2 Defense. Subrecipient, at Subrecipient's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Subrecipient (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Subrecipient shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Subrecipient shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Subrecipient is defending the claim as required hereunder.

22.3 Separate Counsel.

22.3.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Subrecipient in the defense of any action, suit or proceeding pursuant to Section 22.2 above or in the event that state or local law requires the use of specific counsel, (i) such

Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Subrecipient) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Subrecipient shall retain its own separate counsel, each at Subrecipient's sole cost and expense.

22.3.2 Voluntary Separate Counsel. Notwithstanding Subrecipient's obligation to defend, where applicable pursuant to Section 22.2, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Subrecipient has complied with all of Subrecipient's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Subrecipient has not complied with all of Subrecipient's obligations with respect to such claim, Subrecipient shall be obligated to pay the cost and expense of such separate counsel). Subrecipient may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Subrecipient or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.4 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Subrecipient agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement Term, all documents, reports, maps, data and studies prepared by Subrecipient pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the County's authorized representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct, results, or data gathered or processed should be released by Subrecipient without prior approval from County, the

release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Subrecipient agrees that County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Subrecipient or any sub-consultant is not allowed to use or sell any information subject to this Agreement for educational, publication, profit, research or any other purpose without the written and authorized consent of County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the “**Software**”), shall be turned over to County for its use after termination hereof and Subrecipient shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Subrecipient and registered in the name of County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Subrecipient has pre-existing proprietary rights and/or has otherwise been licensed to Subrecipient prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Subrecipient agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to County. Any information developed for use in connection with this Agreement may be released as public domain information by County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Award Amount or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, **Exhibit H**, Insurance and Risk Management Forms, with County as an additional insured and shall furnish County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County which shall not be unreasonably withheld. Subrecipient shall be responsible to County for the acts and omissions of Subrecipient's subcontractors and agents as well as any other persons performing work pursuant to this Agreement for the Subrecipient. Subrecipient shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this Agreement.

Subrecipient shall promptly pay each subcontractor upon the receipt of payment from County. Such payment shall be made from the amount paid to Subrecipient pursuant to the subcontractor's work. Subrecipient shall also maintain the records of the percentage retained from payments to Subrecipient pursuant to such subcontractor's work.

Subrecipient shall include the provisions of this Agreement in every subcontract so that every subcontractor will be bound by its provisions.

County shall have no obligation to pay any subcontractor except as otherwise required by law.

ARTICLE 29. ASSIGNABILITY

Subrecipient shall not assign this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction

or rebate on any account except only such payroll deductions as are mandatory by law. Subrecipient hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31.A. MONITORING

Fulton County Responsibilities. County shall monitor and evaluate Subrecipient in the conduct of the Scope of Work performed under this Agreement. County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements, and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

Subrecipient Responsibilities. Subrecipient shall permit County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of ARPA, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and officers in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

ARTICLE 31.B. RECORDS; AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "**Information**") constitute trade secrets and are considered confidential and proprietary by Subrecipient. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Subrecipient's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Subrecipient. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all

reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

Maintenance of Records. Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Work for a period of five years following the termination of this Agreement or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of County and the federal government, if so requested.

Subrecipient shall maintain a financial management system (2 C.F.R. § 200.302) and financial records (2 C.F.R. § 200.334) and shall utilize funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

During the term of this Agreement, the Parties shall comply will federal and state laws and regulations regarding confidentiality of records and information.

Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to May 5, 2023 or following the earlier of the expiration or termination of this Agreement. County shall only reimburse Subrecipient for documented expenditures incurred during the Term that are:

- (i) reasonable and necessary to carry out the Scope of Work;
- (ii) documented by contracts or other evidence of liability consistent with established County and Subrecipient procedures; and
- (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by County under this Agreement or any other agreements between County, and Subrecipient.

Audited Financial Statements. If Subrecipient expends \$750,000.00, or the then-current threshold amount for that fiscal year, or more in federal awards during a fiscal year, Subrecipient

acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Agreement, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00, or the then-current threshold amount for that fiscal year, in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by County and the federal government. Subrecipient shall provide County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

Subrecipient shall also provide a Certificate of Use & Occupancy to County upon the sale of each cottage home sold within the Project.

Survival. This Article 31.B shall survive the expiration or termination of this Agreement.

ARTICLE 31.C. ACCOUNTING SYSTEM

Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with generally accepted accounting principles and all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

ARTICLE 32. COMPLIANCE WITH GRANT TERMS AND APPLICABLE LAWS

Subrecipient shall perform all activities funded by this Agreement in accordance with this Agreement, the Scope of Work, the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("**Uniform Guidance**") found in 2 C.F.R. 200, and record retention. Subrecipient further agrees that it will comply with the 2 C.F.R. § 200, Subpart D - Post Federal Award Requirements and 2 C.F.R. § 200, Subpart E - Cost Principles.

Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Agreement, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Community Development Director
137 Peachtree Street, S.W., 1st Floor
Atlanta, Georgia 30303
(404) 612-7378
Attention: Stanley Wilson

With a copy to:

Department of Purchasing & Contract Compliance Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
(404) 612-5800
Attention: Felicia Strong-Whitaker

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246
Attention: Y. Soo Jo

Notices to Subrecipient shall be addressed as follows:

MicroLife Institute, Inc.
Executive Director, Founder and C.E.O.
1182 Vaughan Street
Clarkston, Georgia 30021
(404) 502-2195

Attention: William Johnston

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Subrecipient agrees as follows:

Section 36.01 Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. Subrecipient acknowledges that any documents or computerized data provided to County by Subrecipient may be subject to release to the public. Subrecipient also acknowledges that documents and computerized data created or held by Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to County. Subrecipient

shall cooperate with and provide assistance to County in rapidly responding to Open Records Act requests. Subrecipient shall notify County of any Open Records Act requests no later than 24 hours following receipt of any such requests by Subrecipient. Subrecipient shall promptly comply with the instructions or requests of County in relation to responding to Open Records Act requests.

ARTICLE 39. SUBRECIPIENT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should Subrecipient submit a response to County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between Subrecipient and County, such that Subrecipient's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Subrecipient shall be compensated a maximum of \$330,000.00 for program management fees. Subrecipient will submit monthly invoices for program management expenses, including but not limited to: program management, site planning, project support, consultant costs, mileage, and other eligible predevelopment costs. Invoices shall include work performed during the previous calendar month, in a form acceptable to County and accompanied by all support documentation requested by County, for payment and for services that were completed during the preceding phase. County shall review for approval of said invoices. County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by County, are reasonably in excess of the actual stage of completion.

Submittal of Invoices: Invoices shall be submitted as follows:

Fulton County Government
141 Pryor Street, SW Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
Email: Accounts.Payable@fultoncountyga.gov

Copied to: Department of Real Estate and Asset Management
141 Pryor Street, SW, Suite 6001
Atlanta, Georgia 30303

Copied to: Fulton County Community Development Department
137 Peachtree Street

Atlanta, Georgia 30303

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
 - f. Timesheets/documents detailing hours and rates of pay, if applicable
 - g. Associated reports and documents
 - h. Consulting invoices, contracts/agreements, and canceled checks.
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Subrecipient's cumulative invoices shall not exceed the total Award Amount established for this Agreement.

Construction Costs: Subrecipient shall submit payment requests for all construction expenses on a payment request form, a standardized American Institute of Architects ("AIA") form such as the AIA G702.G703 or equal, or other form approved by County. Subrecipient shall provide documentation of direct costs, such as invoices or receipts. Approval of requests for payment is conditional upon the submission of required documentation, inspection and approval of work performed, including but not limited to progress reports as required by Fulton County.

Submittal of Payment Requests: Payment requests shall be submitted as follows:

Fulton County Government
141 Pryor Street, SW Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
Email: Accounts.Payable@fultoncountyga.gov

Copied to: Department of Real Estate and Asset Management
141 Pryor Street, SW, Suite 6001
Atlanta, Georgia 30303

Copied to: Fulton County Community Development Department

137 Peachtree Street
Atlanta, Georgia 30303

Time of Payment: All invoices and payment requests submitted to verify eligible expenses are subject to review and approval by County, and County shall make payments to Subrecipient within thirty (30) days after receipt of a proper invoice or payment request. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that County shall not be liable for any interest or penalty arising from late payments.

County shall make payments to Subrecipient within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that County shall not be liable for any interest or penalty arising from late payments.

County's Right to Withhold Payments: County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by County will be released and paid to Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Subrecipient will notify County and detail the dispute before the invoice date. County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Subrecipient will be promptly paid by County.

Payment of Sub-consultants/Suppliers: Subrecipient must certify in writing that all sub-consultants of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Subrecipient; Release. The acceptance by Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to County from, all claim and liability to Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless Subrecipient within five (5) days of its receipt of a payment, advises County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **TAXES**

Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to County at all reasonable times for inspection and copying. Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from County such documents and information as may be necessary to obtain such tax exemptions. County shall have no liability to Subrecipient for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of Subrecipient, Subrecipient shall not be entitled to additional compensation or time. Subrecipient shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the total cost to construct the Project, Two Million Eight Hundred Thirty-Two Thousand One Hundred Eighty-One Dollars and Zero Cents (\$2,832,181.00).

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of County to Subrecipient for the Project.

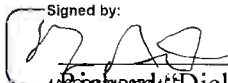
ARTICLE 44. **WAGE CLAUSE**

Subrecipient shall agree that in the performance of this Agreement Subrecipient will comply with all lawful agreements, if any, which Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

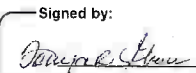

[Remainder of page intentionally left blank]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

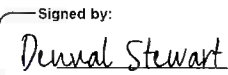
FULTON COUNTY, GEORGIA

Signed by:

Richard "Dick" Anderson
County Manager

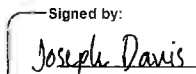
Attest:

Signed by:

Tonya R. Grier
Clerk to the Commission by:
(SEAL) 

Approved as to Form:

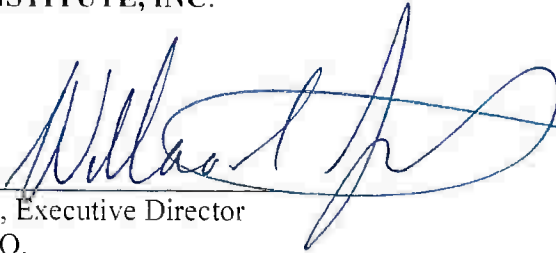
Signed by:

Derral Stewart
Office of the County Attorney

Approved as to Content:

Signed by:

Joseph N. Davis, Director
Department of Real Estate and Asset Management

[Signatures continued on following page]

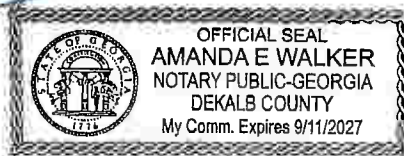
MICROLIFE INSTITUTE, INC.

Signed by:  12/20/24
William Johnston
William Johnston, Executive Director
Founder and C.E.O.

Attest:



(SEAL)



ADDENDA

Appendix 1

Federal Award Identification per 2 CFR § 200.332

- (i) Subrecipient name: MicroLife Institute, Inc.
- (ii) Subrecipient's unique entity identifier: R1BZAJ7MSNQ6
- (iii) Federal Award Identification Number (FAIN): SLFRP0179
- (iv) Federal Award Date: May 10, 2021
- (v) Subaward Period of Performance Start and End Date: May 5, 2023 through end of term of Agreement, _____
- (vi) Subaward Budget Period Start and End Date: May 5, 2023 through December 31, 2026
- (vii) Amount of Federal Funds Obligated in the subaward: \$1,500,000.00
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation: \$1,500,000.00
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$1,500,000.00
- (x) Scope of Work/Federal award project description:

MicroLife shall utilize the Award Amount to fund the program management and construction of a community of cottage homes within Fulton County. The cottage homes constructed with these funds will be sold to County residents earning no more than 80% of the area median income, with a preference for residents earning no more than 60% of the area median income, in order to increase the supply of affordable housing. This project responds to the negative economic impacts of the COVID-19 public health emergency by providing assistance to households and individuals via the development of affordable housing to increase long-term housing security. 31 CFR § 35.6(b)(3)(ii)(A)(5). See also justification letter dated November 21, 2024 on file with Fulton County.
- (xi) Awarding official:

Fulton County, Georgia
Chairman of the Board of Commissioners
141 Pryor Street, SW
Atlanta, GA 30303
- (xii) Assistance Listings title and number: 21.027 Coronavirus State and Local Fiscal Recovery Funds

(xiii) Identification of whether the Federal award is for research and development: No

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414): None anticipated.

Notice Address for MicroLife Institute, Inc.: 1182 Vaughan ST
Clarkston, Georgia
30021, United States

Award Amount: \$1,500,000.00

Eligible Use Category: 31 CFR § 35.6(b)(3)(ii)(A)(5)

EXHIBIT A

GENERAL REQUIREMENTS

(Not applicable)

EXHIBIT B

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Subrecipient shall perform all activities funded by this Agreement in accordance with this Agreement, the Scope of Work, the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in 2 C.F.R. § 200, and record retention.

Subrecipient shall comply with all applicable requirements where it is deemed a subrecipient, as defined in 2 C.F.R. § 200.1, and as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply, and 2 C.F.R. § 200.331(a).

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all Project activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

Subrecipient, known as the Program Manager Team (PMT) shall:

Perform program management services, including design and construction of affordable cottage homes. The PMT will perform and manage the design, development, construction, construction administration, and sale associated with the affordable housing initiative known as Cottage Homes to be developed under this Project. The PMT will be responsible for staffing and/or contracting for each service required to complete the project, which will but not be limited to include architects and engineering, zoning and entitlements, construction and permitting documentation, site development and construction, and home sales. Also, the PMT will be responsible for drafting the solicitation documents required to select a contractor(s) to build the Project, provide technical advisory services for the solicitation evaluation, and perform and oversee the various aspects of the design, construction, and sale phases of the Project. The scope of work is intended to include all services and activities which need to be performed throughout the completion of this Project in order to meet the needs in implementing the Project and accomplish the Project's goals.

The PMT will make sure all strategies have measurable outcomes/ results. The PMT will report to County's designated representative, which will be from the Department of Community Development.

Procurement. The PMT shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of the Project. Procurement shall be carried out in accordance with 2 CFR § 200.317-200.326, the "Common Rule" provisions for governmental entities 24 CFR Part 85, the procurement requirements of the County, and all provisions of the SLFRF Final Rule.

The PMT shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations 2 CFR Part 200 and shall provide a copy of said procurement procedures within 60 days of the Effective Date of this Agreement.

The PMT shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above-described procurement requirements.

The PMT will ensure the following regarding the sale of the homes:

- i. The cottage units will be designated as workforce housing, targeting local workers. Homebuyers will be Fulton County residents, and initial sales outreach will focus on the City of Union City.
- ii. The cottage units will be priced affordably for households earning up to 80% of the area median income (AMI), as defined by HUD, with priority given to households earning 60% or less of AMI.

- iii. The team will explore and implement strategies to preserve long-term affordability, potentially through deed restrictions or collaboration with the Metro Atlanta Land Bank to establish a land trust.
- iv. The costs of the donated land will not be passed on to individual homeowners.

The PMT or its designated agent will be responsible for and oversee the homebuyer selection process, including:

- i. Evaluating financial stability and mortgage readiness of prospective homebuyers.
- ii. Prequalifying prospective buyers with recognized lenders.
- iii. Ensuring buyers meet financial criteria and AMI requirements.
- iv. Conducting a lottery for prequalified buyers, allowing them to choose cottage units in the order they are selected.
- v. Ensuring selected buyers complete HUD-approved counseling and/or workshops covering home buying, finances, mortgages, and property upkeep,
- vi. Assisting homebuyers with down payment assistance applications through County, State, or federal programs.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

PROJECT GOAL:

The goal of this project is to develop a community of smaller-footprint “cottage homes” (approximately 700-1,300 sq. ft.) designed to be affordable for first-time homebuyers earning less than 80% of the area median income (“AMI”).

PROJECT MILESTONES & TIMELINE

[See following page]

Milestones & Timeline Fulton County Cottages Project	2023				2024				2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
LAND ACQUISITION PHASE																
Identify Potential Land Parcels																
Conduct Initial Feasibility Analysis																
Negotiate and Finalize Land Purchase Agreement																
Conduct Due Diligence: Surveys, Environmental Assessments, etc.																
Complete Parcel Acquisition																
PRE-DEVELOPMENT PHASE																
Develop Conceptual Site Plan and High-Level Project Budget																
Prepare and Submit Rezoning Application																
Participate in Community Engagement & Municipal Zoning Meetings																
Obtain Rezoning Approval																
Determine Local Plat, Plan/Site Review and Permit Process																
Engage Civil Engineer and Subs for Permit Plan Preparation																
Prepare Preliminary Plat and A&E Documentation																
Advance Through the Local Municipality's Plat and Permit Process																
PRE-CONSTRUCTION AND PERMITTING PHASE																
Refine Site Development and Construction Budget Estimate																
Prepare Request for Proposal (RFP) for Builder																
Evaluate Proposals and Select Builder																
Execute Contract with Selected Builder																
Finalize and Obtain Construction Loan																
Ensure Insurance and Performance Bonds in Place																
Obtain Required Building Permits (Building, Utility, etc.)																
CONSTRUCTION PHASE																
Clear and Grade Site																
Install Site Infrastructure (Utilities, Stormwater Management, etc.)																
Lay Foundations																
Construct Homes																
Complete Inspections and Address Punch List Items																
Install Road Improvements																
Install Hardscaping (Paving, Walkways, Parking, etc.)																
Complete Landscaping																
Obtain Certificates of Occupancy																
SALES & OCCUPANCY PHASE																
Conduct Marketing and Outreach to Homebuyers																
Verify Homebuyer Income and Loan Prequalification																
Finalize Legal Instruments to Ensure Affordability & Owner Occupancy																
Sell and Transfer Homes to Buyers																
Complete Final Reporting Requirements and Close Out Project																

PROJECT DELIVERABLES:

In addition to the cottage home units, the Project Deliverables will include the Progress Reports and Financial Reports described in Article 5 of the Agreement. Additional deliverables shall consist of the following:

1. Subrecipient will provide initial and final design drawings that include floor plans, details and elevations, final construction drawings, and final specifications.
2. Contractor(s) will provide project specifications in Microsoft Word based on the AIA MasterSpec series of specification (6-digit series) or approved equal. The number of sections shall cover the full design.
3. Subrecipient shall review, comment, and approve the pay applications made by contractor(s).
4. Within 60 calendar days after substantial completion, the Subrecipient shall turn over as-built documentation in PDF format and in AutoCAD files in the .DWG format. The DWG files shall be readily openable in Autodesk products: AutoCAD 2017, AutoCAD 2018, or a version requested by the County to ensure readability.
5. During the 1-year warranty period following substantial completion, the Subrecipient will be responsible for the resolution of any issues related to the new systems.

Unless otherwise requested by County, all electronic versions of the deliverable will be provided in Portable Document Format (PDF) readable through Adobe Acrobat. The PDFs will be searchable for word content.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Subrecipient as follows:

County agrees to compensate Subrecipient for all services performed under this Agreement in an amount not to exceed \$1,500,000.00. The detailed costs are provided below:

Original Project Management Fee		\$330,339
	<i>Spent as of 12/17/2024</i>	<i>\$160,866</i>
	<i>Unspent as of 12/17/2024</i>	<i>\$169,473</i>
Original Construction Budget		\$669,661
New Road Widening		\$250,000
New Project Management Fee		\$250,000
Total		\$1,500,000

The following table provides an estimated breakdown of construction costs. Please note that these figures are preliminary and may be adjusted as the Project evolves, with such adjustments to be incorporated into this Agreement subject to the review and approval of County.

UNION CITY COTTAGES BUDGET - PHASE 1 *(last updated 12/17/2024)*

LINE ITEM	DESCRIPTION	SUB	COST	TOTAL COST
LAND	Purchase price of lot			\$0
	Utility Connections & Distro		\$67,500	
	Utility cost per unit	\$7,500		
	Grading and Foundations		\$90,000	
	Grading/Foundation cost per unit	\$10,000		
	Stormwater Mgmt/Rain Garden		\$100,000	
	Parking Lot & Sidewalks/Hardscaping		\$90,000	
	Hardscape cost per unit	\$10,000		
	Road Improvements - Cochran Road		\$250,000	
	Landscaping, Amenities, FF&E		\$175,000	
SITE DEVELOPMENT TOTAL (+10% CONTINGENCY)				\$849,750
	Total Cost for 2/1 units		\$221,000	
	2/1 Unit Qty	2		
	2/1 Square Footage	850		
	2/1 Cost per Sqft	\$130		
	Total Cost for 2/2 unitss		\$924,000	
	2/2 Unit Qty	6		
	2/2 Square Footage	1100		
	2/2 Cost per Sqft	\$140		
	Total Cost for 3/2 unitss		\$182,000	
	3/2 Unit Qty	1		
	3/2 Square Footage	1,400		
	3/2 Cost per Sqft	\$130		
VERTICAL CONSRUCTION TOTAL (+10% CONTINGENCY)				\$1,459,700
	Builder Fees		\$346,418	
	Builder Fee % of Vertical/Horizontal Costs	15%		
	Pre-Development Costs (Cochran Rd Site)		\$41,595	
	Closing & Title		\$10,660	
	Engineering/GeoTech		\$12,000	
	Architecture & Landscape Design		\$29,000	
	Rezoning Process		\$2,500	
	Subdivision Process		\$2,000	
	Legal (HOA formation, contracts, etc.)		\$4,000	
	Permitting		\$18,666	
	Sales & Marketing		\$6,000	
SOFT COST TOTAL (+5% CONTINGENCY)				\$496,481
TOTAL SITE DEVELOPMENT, VERTICAL AND SOFT COSTS				\$2,805,931
	Loan Interest & Fees		\$94,178	
	Loan Percentage of Project Budget	75%		
	Loan Origination Fee	\$10,000		
	Loan Rate	8%		
	Loan Carry in Months	12		
TOTAL CONSTRUCTION COSTS				\$2,900,109

MicroLife Institute will secure a loan for construction costs not funded via the ARPA grant, repaid through home sales proceeds

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** MicroLife Institute, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

1657902
EEV/Basic Pilot Program* User Identification Number

MicroLife Institute
BY: Authorized Officer of Agent (Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

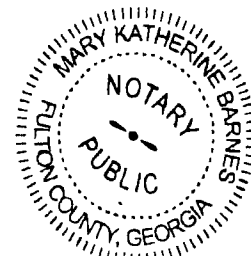
William N Johnston
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of November, 2022

Notary Public: Mary Katherine Barnes

County: Fulton

Commission Expires: 06/03/2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

2. Georgia Security and Immigration Subcontractor Affidavit (Form)

Form B – Georgia Security and Immigration Subcontractor Affidavit is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.
For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.
Consultants Name: William Johnston, Executive Director
501(c)3 Non-Profit: MicroLife Institute, Inc.
Address: PO Box 5263, Atlanta, GA, 31107
Phone: 404-502-2195
Email: will@microlifeinstitute.org
There are no other officers in our organization. A list of Board members is attached.
2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
MicroLife Institute, Inc. has worked on affordable housing consulting and education for many municipalities and specifically on several developments in the past 5 years:
The Cottages on Vaughan
Ms. Glover's House
We are currently in development on the Eco Cottages at East Point.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee, agent or representative of MicroLife Institute, Inc. has a business relationship or receives revenue from the County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 10 day of November, 2022

William N Johnston 11/10/2022
(Legal Name of Proponent) (Date)

[Signature] 11/10/2022
(Signature of Authorized Representative) (Date)

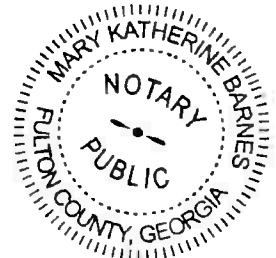
Executive Director
(Title)

Sworn to and subscribed before me,

This 10 day of November, 2022

Mary Katherine Barnes
(Notary Public) (Seal)

Commission Expires 06/03/2025
(Date)



MicroLife Institute, Inc. Board Members

Name	Email Address	Role on Board	Occupation
Dirk Brown	dirklbrown@gmail.com	Chair	Self Employed
Jennifer Fine	jfine@investatlanta.com		Invest Atlanta
Kim Morrison	kim@microlifeinstitute.org	Treasurer	Developer, Tiny South
Tony Pope	tonyp@atelier7llc.com		Architect Co-Founder, Principal Atelier 7
Nicolia Robinson	nicoliarobinson@coopercarry.com		Cooper Carry Architecture
Kimberly Skobba	kskobba@uga.edu		Associate Professor Housing Management and Policy Program Financial Planning, Housing and Consumer Economics The University of Georgia
Kay Sibetta	ksibetta@aarp.org		Associate State Director Community Outreach, Metro Atlanta AARP GA
Larry Singleton	mrsingletondesign@gmail.com		General Contractor and Home Designer
Tish Spearman	tspearman@DaVinci-dev.com	Secretary	Associate Principal, DaVinci Development Collaborative
David Hazel	dhazel@hvac.me.com		Eastern U.S. Senior Manager of Performance Construction, Mitsubishi Electric Heating and Air Conditioning

4. Purchasing Forms (see also Sections 5 and Sections 6 that follow for additional forms from RFP)

FORM D: Professional License

The Proposer, MicroLife Institute, Inc. is a 501(c)3 non-profit, and does not carry any professional licensing for the Program Management services it provides.

Should any subcontractors be utilized for the project, they will be required to be properly licensed according to state law and submit Form D and provide a copy of their license for the work they will perform.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror MicroLife Institute is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

MicroLife Institute
(BUSINESS NAME)

Po Box 5263 Atlanta GA 31107
(FULTON COUNTY BUSINESS ADDRESS)

Executive Director
(OFFICIAL TITLE OF AFFIANT)

William N Johnson
(NAME OF AFFIANT)

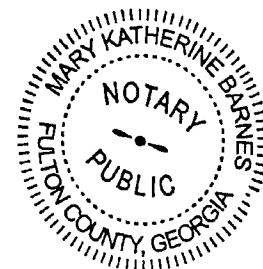
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 10 day of November, 2022

Mary Katherine Barnes
(Notary Public) (Seal)

Commission Expires: 06/03/2025
(Date)



STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****ANNUAL REGISTRATION*****Electronically Filed***

Secretary of State

Filing Date: 2/4/2022 4:57:50 PM

BUSINESS INFORMATION

CONTROL NUMBER	16005975
BUSINESS NAME	MicroLife Institute, Inc.
BUSINESS TYPE	Domestic Nonprofit Corporation
EFFECTIVE DATE	02/04/2022
ANNUAL REGISTRATION PERIOD	2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	PO Box 5263, Atlanta, GA, 31107, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kim Bucciero	218 LOWRY ST NE, ATLANTA, GA, 30307, USA	Dekalb

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Dirk Brown	SECRETARY	PO Box 5263, Atlanta, GA, 31107, USA
Kim Bucciero	CFO	218 Lowry St NE, Atlanta, GA, 30307, USA
Will Johnston	CEO	PO Box 5263, Atlanta, GA, 31107, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kim Bucciero
AUTHORIZER TITLE	Officer

3g. Section - Service Disabled Veterans Preference

This organization is not owned or controlled by an individual who is disabled as a result of military service or who has been honorably discharged, as designated by the United States Department of Veterans Affairs.

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (William Johnston),
Name
Executive Director MicroLife Institute

Title Company Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: William Johnston DocuSigned by: William Johnston TITLE: Executive Director

SIGNATURE: William Johnston
43C3D0CC6E6642C...

ADDRESS: PO Box 5263 Atlanta GA 31107

PHONE NUMBER: 4045022195 EMAIL: will@microlifeinstitute.org

5. Contract Compliance Requirements (Section 6 Exhibit B1 – Schedule of Intended Subcontractor Utilization)

Exhibit B1 is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

5. Contract Compliance Requirements (Section 6 Exhibit B2 – Subcontractors & Suppliers Form)

Exhibit B2 is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

5. Contract Compliance Requirements (Section 6, Exhibit C – Subcontractor Contact Form Utilization Plan)

Exhibit C is not applicable at this time as MicroLife has not subcontracted with anyone for additional services. If MicroLife is awarded this contract, we will submit these documents as subcontractors are engaged.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2024

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 have ADDITIONAL INSURED provisions or 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 Rick Mottern 6095 Pine Mountain Rd NW Suite 101 Kennesaw GA 30152	CONTACT NAME: Rick Mottern PHONE (A/C, No, Ext): 770-422-1818 FAX (A/C, No): E-MAIL ADDRESS: rick.mottern.mkdp@statefarm.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td style="text-align: center;">25143</td> </tr> <tr> <td>INSURER B: State Farm Mutual Automobile Insurance Company</td> <td style="text-align: center;">25178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B: State Farm Mutual Automobile Insurance Company	25178	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED MICROLIFE INSTITUTE INC 1182 VAUGHAN ST CLARKSTON GA 300211366															

COVERAGES**CERTIFICATE NUMBER:****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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	91-AP-A924-6	06/21/2024	06/21/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 7,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	D13 5284-F08-11	06/08/2024	06/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$ 100,000						
	BODILY INJURY (Per accident) \$ 300,000						
	PROPERTY DAMAGE (Per accident) \$ 100,000						
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	91-KB-V120-5	06/15/2024	06/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing Dept 130 Peachtree St Ste 1168 Atlanta GA 30303	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 This form was system-generated on 07/17/2024
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Exhibit C

Insurance and Risk Management Forms




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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.

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PRODUCER  Rick Mottern 6095 Pine Mountain Rd NW Suite 101 Kennesaw GA 30152	CONTACT NAME: Rick Mottern PHONE (A/C, No, Ext): 770-422-1818 E-MAIL ADDRESS: rick.mottern.mkdp@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MICROLIFE INSTITUTE INC 1182 VAUGHAN ST CLARKSTON GA 300211366	NAIC # 25143 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	91-AP-A924-6	06/21/2025	06/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 7,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	D13 5284-F08-11	06/08/2025	06/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	91-KQ-W329-2	06/15/2025	06/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT ATTN: PURCHASING DEPT 130 PEACHTREE ST STE 1165 ATLANTA GA 30303	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 This form was system-generated on 06/26/2025
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Exhibit D

Phase I Plan

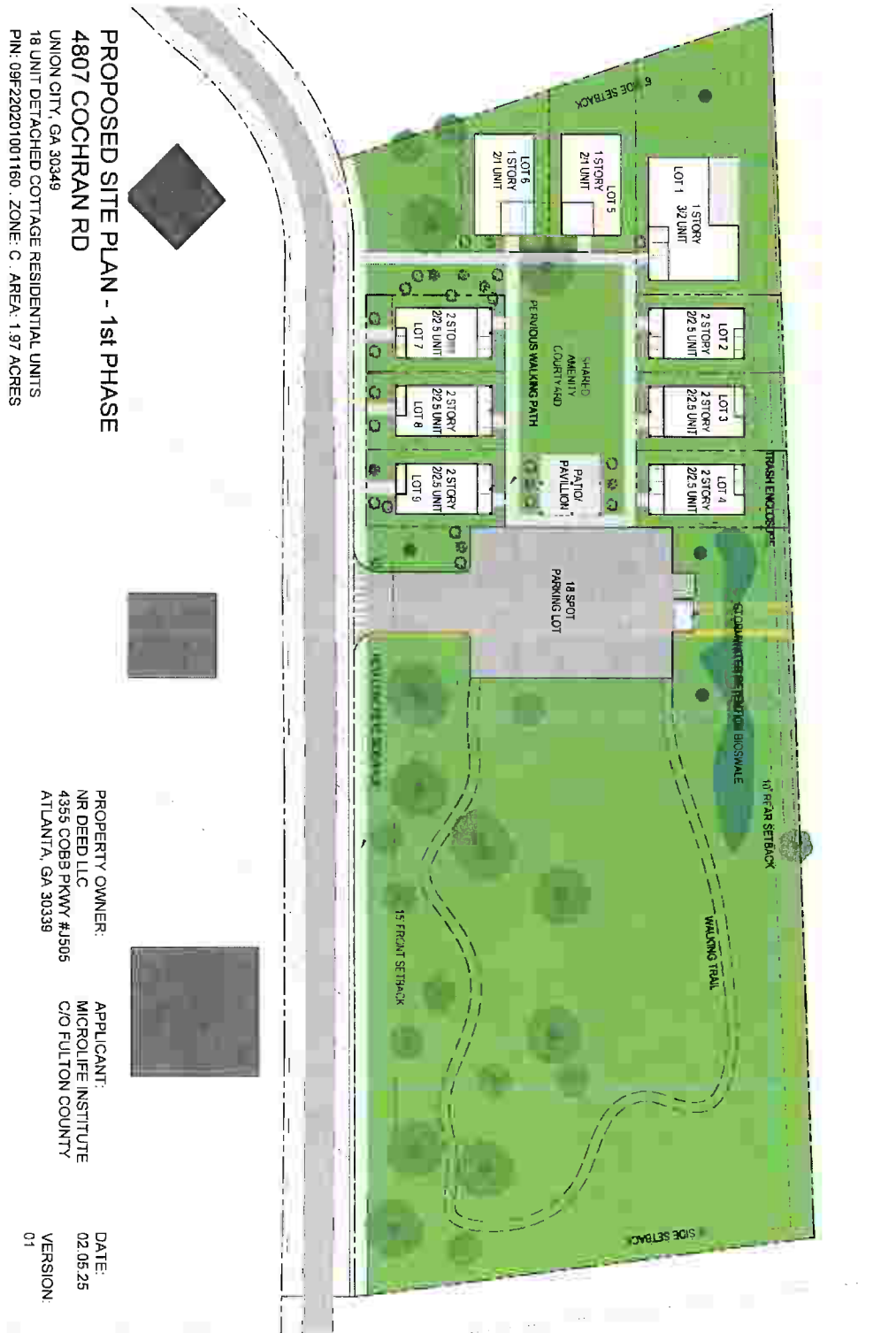


Exhibit E

Sale of Units

All cottage home units shall be sold and fee simple title conveyed to income Eligible Homebuyers (as defined below) within nine (9) months of construction completion, defined as the date the certificate of use and occupancy is received for each unit. Notwithstanding the above, all new units shall be sold and fee simple title conveyed to income eligible homebuyers, and any and all common property located on the Leased Premises shall be transferred to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, no later than by December 19, 2028.

In accordance with the provisions at 24 CFR § 92.254(a)(3), if there is no ratified sales contract with an Eligible Homebuyer(s) for any cottage home unit(s) within nine (9) months of the date of completion of construction, such cottage home unit(s) must be rented to an eligible tenant in accordance with 24 CFR § 92.252.

Eligibility Income Limits

The cottage home units must be sold to Fulton County residents qualifying as low-income families in accordance with 24 CFR § 92.2, with a preference for qualifying residents earning no more than 60% of the area median income ("Eligible Homebuyers"). The income limits for homebuyer projects are updated annually by the U.S. Department of Housing and Urban Development ("HUD"), and Lessee is to use the most recently published annual income limits when qualifying a buyer.

Income must be determined using the Part 5, Subpart F method found at 24 CFR § 5.609. The sale to the Eligible Homebuyer must occur within six (6) months of completion of the income determination. Lessee will be required to provide Lessor with income information on the proposed homebuyers prior to finalizing purchase contracts in order for Lessor to confirm their income eligibility. Once homebuyers are determined to be income eligible, Lessee will inform Lessor that it can finalize purchase contracts.

Exhibit F

Form of
Second Mortgage Loan Security Deed

[See following page]



RECORD AND RETURN TO:
Attn: HOME / ARPA Community Development Specialist
Fulton County Government
137 Peachtree Street Suite 300
Dept. of Community Development
Atlanta, GA 30303

STATE OF GEORGIA

COUNTY OF FULTON

**FULTON COUNTY COTTAGE HOME PROGRAM
SECOND MORTGAGE LOAN
SECURITY DEED**

This Security Deed (hereinafter referred to as the "Deed") made on or as of _____, between _____, (hereinafter called, and if more than one party, jointly and severally called "Grantor"), residing at _____ in the County of Fulton and the State of Georgia, and FULTON COUNTY, a political subdivision in the State of Georgia, (hereinafter called "Grantee"), whose address is 137 Peachtree Street, Suite 300, Atlanta, GA 30303.

W I T N E S S E T H:

Grantor, for and in consideration of the loan evidenced by the promissory note hereinafter referred to and for other valuable considerations, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

ALL those tracts or parcels of land with the buildings and improvements thereon situated, lying and being in Land Lot _____ of the _____ District, Section _____ of Fulton County, Georgia, as more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER with all right, title and interest of the Grantor in and to all streets, roads and public places, opened or proposed, in front of and adjoining the said premises, and all easements and rights of way, public or private now or hereafter used in connection with said premises;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the above-described real property, or any part of parcel thereof;

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining;

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures now or hereafter erected or placed in or upon said real property or any improvements thereon now or hereafter attached to or used in connection with said real property and all replacements thereof, whether or not the same have or would become part of said real property by attachment thereto;

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Grantee and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for such purposes and will reimburse the Grantee for its costs (including reasonable attorneys' fees) in the collection of such awards.

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the "Property") unto Grantee forever in FEE SIMPLE subject only to the first lien for loan granted by one hereinafter termed Lender. This Deed is intended to secure the payment of a debt in the sum of _____, as evidenced by one certain promissory note of even date herewith, executed and delivered by Grantor to Grantee (the "Note") which has a final maturity on or before _____, and all other sums payable to Grantee under the Note and hereunder together with all renewals, extensions and modifications of the Note or the debt evidenced thereby.

If conditions of the note are met, the principal balance will be reduced by 6.67% each year, on the anniversary of the loan closing, beginning at the end of the 2nd year and ending on the 16th year anniversary of the day of closing after the settlement meeting when all documents are signed, and all closing fees and escrow payments are paid and properly distributed for the duration of the loan. If there is an occurrence of default, Grantor agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds mean: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant, sell, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor warrants the title to the Property generally and will defend the title against all claims and demands, subject to encumbrances of record.

GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE AS FOLLOWS:

1. Payment. Grantor will pay when due all sums secured hereby.
2. Prior Security Interests; Charges; and liens. Grantor shall perform all of Grantor's obligations under any security deed, mortgage, deed of trust, or other security instrument which conveys an interest in or creates a lien on the Property which has priority over that conveyed by this Deed. Such obligations shall include Grantor's covenants to make payments when due. Grantor shall immediately pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed.
3. Hazard Insurance. Grantor shall keep the buildings and improvements now existing or hereafter erected on the Property and all personal property covered by this Deed insured against loss and damage by fire, by hazards included within the term "extended coverage", and by such other hazards as Grantee may require and, in such amounts, and for such periods as Grantee may require, but in no event less than the amount of the Note.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Grantee, provided that such approval shall not be unreasonably withheld. Such insurance carrier shall be licensed and authorized to do business in the State of Georgia. All insurance policies and renewals thereof shall be in a form satisfactory to Grantee. Grantee shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed or other instrument which has priority over this Deed.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Grantee. Grantee may make proof of loss if not made promptly by Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Grantee within thirty (30) days from the date notice is mailed by Grantee to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Grantee is authorized to collect and apply the insurance proceeds at Grantee's option either to restoration or repair of the Property or to the sums secured by this Deed.

4. Grantor Not to Permit Destruction or Abandonment. Grantor will not cause or permit any building or improvements upon the property to be removed, demolished, destroyed, damage, impair, allow the unit to deteriorate, commit waste or structurally altered, in whole or in part, or any fixture or article of personal property covered by this Deed to be removed or destroyed, without the prior written consent of Grantee, unless such fixtures and articles of personal property are replaced by fixtures or personal property of like kind and quality. Grantor will not abandon the Property or cause or permit any waste to the buildings, improvements, fixtures or articles of personal property covered by this Deed and will at all times maintain them in a reasonably good condition, and will comply, and cause all occupants of said Property to comply, with all laws and ordinances relating to the maintenance or use of the Property issued by any governmental department. The borrower shall occupy, establish and use the property as its principal residence.

5. Protection of Grantor's Security. Grantor will, before the same become delinquent, pay or cause to be paid all taxes, assessments, water and sewer rents, excises, levies, license fees and other charges which may be assessed or become liens on the Property and the articles of personal property covered by this Deed. Grantor will exhibit to Grantee within ten (10) days after demand receipted bills or satisfactory proofs of such payments. If Grantor fails to make such payments or fails to perform the covenants and agreements contained in this Deed, or if any action or processing is commenced which materially affects Grantee's interest in the Property, then Grantee, at Grantee's option, upon notice to Grantor, may make such appearances, disburse such funds, including reasonable attorney's fees, and take such action as is necessary to protect Grantee's interest.

Any amounts disbursed pursuant to this paragraph 5 shall become additional indebtedness of Grantor secured by this Deed. Unless Grantor and Grantee agree to other terms of payment, such amounts shall be payable upon notice from

Grantee to Grantor requesting payment thereof. Nothing contained in this paragraph 5 shall require Grantee to incur any expense or take any action hereunder.

6. Inspection. Grantee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Property.

7. Recipient Not Released. Modification of amortization of sums secured by this Deed granted by Grantee to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Grantor and Grantor's successors in interest.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor and Grantee. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed, but does not execute the Note, (a) is co-signing this Property to Grantee under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Grantee and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Deed or the Note without that Grantor's consent and without releasing that Grantor or modifying this Deed as to that Grantor's interest in the Property.

9. Notices. Notices, demands, or requests made hereunder shall be made in writing by postage prepaid, United States certified or registered mail, return receipt requested to Grantor or Grantee, as the case may be, at the address first set forth herein, or at such other addresses as may be designated by notice given in the aforesaid manner.

10. Governing Law; Severability. This instrument is a deed conveying title to the premises, and not a mortgage creating a lien only, and is made under the provisions of the existing laws of the State of Georgia and County of Fulton relating to deeds to secure debt and is intended to constitute a security agreement under the Uniform Commercial Code of Georgia. This instrument shall be construed in accordance with the laws of the State of Georgia. In the event that any provision or clause of this Deed or Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provisions, and, to this end, the provisions of this Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Grantor's Copy. Grantor shall be furnished a conformed copy of the Note and of this Deed at the time of execution.

12. Declaration of Land Use Restrictive Covenants. Grantor shall fulfill all of the following obligations as Declaration of Land Use Restrictive Covenants:

The Grantor agrees and covenants with Grantee that throughout the term of the Loan, and the entire affordability period (as defined further) the Grantor will not do any of the below. The Affordability Period is based on the amount of funds provided in this document, begins on the entering of data into HUD's reporting system, and assists Fulton County in preserving affordable housing in our communities. The Affordability Period shall be fifteen (15) years from _____, _____.

In order to satisfy the requirements of the HOME/ARPA Programs, during the Affordability Period, Grantor will not:

- (i) Rent, or contract to rent, lease/sublease, sell or abandon the Property, or any part thereof, whether voluntarily or involuntarily, to any individual or individuals; or
- (ii) Use the Property as an investment property; or
- (iii) Use the Property as a recreational home or "second" home; or
- (iv) Change the use of the Property, or any part thereof, to a use other than for single-family occupancy.

In the event that the Property is sold or transferred before the term of the Fulton County HOME/ARPA loan expires, Grantor further agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds means: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs. If a transfer of the Property is made to a lineal heir(s), upon the death of the borrower, the said lineal heir(s) is not typically eligible for assistance under the Fulton County Cottage Home Program and the

said lineal heir must repay the loan in full or pay the amount remaining after satisfaction of the first mortgage and closing costs; if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is HOME income-eligible, then the County's loan agreement should permit the lineal heir to also assume the HOME/ARPA loan if he/she agrees to occupy the Property as their principal residence and other deed restrictive covenant items for the entire Affordability Period and there are no net sale proceeds; if a lineal heir inherits the Property and immediately sells it, he/she must repay the net sales proceeds up to the amount of the remaining balance of the HOME/ARPA loan and if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is over-income for HOME assistance, the lineal heir must repay the remaining balance of the HOME/ARPA loan.

The Grantor agrees that, as a condition of receiving the Fulton County's Cottage Home Assistance Loan, the Grantor may be required to participate in post-occupancy counseling to be provided through a housing counseling agency designated by Grantee. If Grantor does not participate in the post-occupancy counseling process, the Fulton County HOME/ARPA loan will be converted to a loan payable as a second mortgage.

13. Prior Deed to Secure Debt. Except as hereinafter provided, this Deed shall commence on the date Lender and Grantee accept delivery from Grantor of the loan documents evidencing and securing the Lender Loan of the first Deed to Secure Debt and the Fulton County HOME/ARPA loan.

This Deed shall terminate and be of no further force or effect upon the last to occur of one of the following events:

- (i) The first day of the ____th month following the month in which the Fulton County HOME/ARPA loan is dated;
- (ii) Foreclosure, or transfer in lieu of foreclosure, on the Property;
- (iii) Sale or transfer of the Property and satisfaction of the Fulton County HOME/ARPA loan.

If Grantee, on the basis of any information obtained, reasonably determines that Grantee's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Deed, or if any information required hereunder is not timely submitted, Grantee may declare all of the sums secured by this Deed to be immediately due and payable. If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date this notice is mailed or delivered within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, evoke any remedies permitted by paragraph 15 hereof.

14. Acceleration; Remedies. Except as provided in paragraph 13 hereof, upon an Event of Default (as defined below) which is not cured within ten (10) days after written notice to Grantor thereof as provided below, Grantee, at Grantee's option, may declare all of the sums secured by this Deed to be immediately due and payable without further demand and may exercise the right of non-judicial foreclosure granted hereunder. Upon occurrence of an Event of Default and failure to cure, Grantor shall, on demand, surrender possession of the Property to Grantee and hereby consents that, at any time after such demand, Grantee may enter upon the Property.

15. Events of Default. "Event of Default" as used herein shall include: (a) the breach of any covenant under this Deed and (b) any default under the Note secured hereby. Prior to exercising the remedies provided in paragraph 14 above, Grantee shall give notice to Grantor as provided in paragraph 9 hereof specifying: (a) the event of default; (b) the action required to cure such Event of Default; (c) the date, not less than ten (10) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (d) that failure to cure such Event of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed, foreclosure by non-judicial process, and sale of the Property. If any action or proceeding be commenced by or against Grantee affecting the Note, the debt secured hereby, or the validity or priority of this Deed, or if the Property is offered for sale by virtue of the exercise of the powers herein granted, Grantee may appear, defend, prosecute, retain counsel and take such action as Grantee shall deem advisable, and the costs thereof (including attorneys' fees and applicable statutory costs, allowances and disbursements) together with interest thereon at a rate of fifteen percent (15%) per annum, shall be paid by Grantor to Grantee on demand and shall be secured by this Deed.

Transfer of the Property shall constitute an Event of Default.

16. Subrogation. Grantee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and securities for the payment thereof) paid or discharged with proceeds of the indebtedness secured hereby, or by Grantee under the provisions hereof.

17. Right of Non-Judicial Foreclosure. Upon maturity of the debt secured hereby, whether by acceleration or otherwise, Grantee may sell the Property at auction at the usual place for conducting sales at the Fulton County Courthouse,

to the highest bidder for cash, after advertising the date, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days intervening between the date of publication of the first advertisement and the date of sale) in the newspaper in which the Sheriff's advertisements for Fulton County are then being published, all other notice being hereby waived by Grantor. Such notice to Grantor is not intended to extend any notice and curing period otherwise provided herein but is only notice of the exercise of the remedy herein provided for after such notice and curing periods have expired. Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale. Grantee may thereupon execute and deliver to the purchaser at such sale a conveyance of the Property in fee simple, which conveyance shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the true and lawful attorney-in-fact of Grantor to make such recitals, sale and conveyance, and all of the acts of Grantee as such attorney-in-fact are hereby ratified and confirmed. Grantor agrees that such recital shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee shall divest Grantor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Property. Grantee shall collect the proceeds of such sale, and after reserving there from the entire debt secured by this instrument (including attorneys' fees as provided herein) and by any prior liens, together with all costs and expenses of such sale, shall pay any surplus to Grantor, all as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are in addition to any and all other remedies which Grantee may have hereunder, at law or in equity.

18. Forbearance by Grantee Not a Waiver. No failure of Grantee to require strict performance at any time of any of any of the terms of the covenants of this Deed, nor failure of Grantee to exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise of such option, nor any withdrawal or abandonment by Grantee of any exercise of the power, of sale herein granted or any of its rights under such power, shall be construed as a waiver or any option, power, or right of Grantee hereunder. The rights and remedies of Grantee, expressed or contained in this Deed, are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy Grantee may now or hereafter have in law or equity. The covenants of this Deed shall run with the land and bind Grantor, the assigns, distributes, legal representatives, successors and heirs of Grantor, and all the Property shall inure to the benefit of Grantee, the successors and assigns of Grantee and all subsequent holders of this Deed.

19. Definitions. Whenever and wherever herein the singular number is used, it shall include the plural and vice versa as the context may require and the pronouns "he" or "it" referring to Grantor will also include "he", "she", "they", or "it", as the context requires, and if there shall be more than one person herein before described as Grantor, the promises and covenants herein made and contained shall be deemed to be made by said persons jointly and severally, and each shall be jointly and severally liable thereon. The terms "Grantor" and "Grantee" shall include the named Grantor and the named Grantee and their respective heirs, legal representatives, successors and assigns.

20. Entire Agreement. This agreement represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Deed shall apply to and bind the respective distributes, legal representatives, successors and assigns of the parties hereto.

21. Liens. In the event a lien is filed against the Property, Grantor agrees to remove the same by payment, bonding or other appropriate measure in order to release the lien thereof from the secured premises and upon failure so to do within thirty (30) days after notice by Grantee, the same shall constitute an Event of Default hereunder giving to Grantee the right to declare the obligations secured by this Deed immediately due and payable and thereafter to avail itself of all rights hereunder to collect the same, including the right of foreclosure.

IN WITNESS WHEREOF, this Deed has been executed by Grantor under seal the day and year first above written.

GRANTOR: _____

Signed, sealed, and delivered

Unofficial Witness

Notary Public